

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**APRIL 04, 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 4, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan was absent. Council Member Buddy Palmer introduced Bro. Mark Cason, who led the invocation. Council Member Janet Gaston led the pledge of allegiance.

Council Vice President Travis Beard called the meeting to order at 6:00 p.m.

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

Council Member Palmer moved, seconded by Council Member Gaston, to confirm the agenda and agenda order, with the following addition:

Add: Item # 1.5            IN THE MATTER OF APPROVAL OF PROCLAMATION OF LOCAL EMERGENCY

Of those present, the vote was unanimous in favor.

### **IN THE MATTER OF NATIONAL JUNIOR AUXILIARY WEEK PROCLAMATION**

Mayor Todd Jordan recognized President Nicole McLaughlin of the Tupelo Junior Auxiliary, who read a proclamation declaring the week of April 2-8, 2023, as National Junior Auxiliary Week. APPENDIX A

### **IN THE MATTER OF RESOLUTION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY AND DECLARING THE CITY OF TUPELO, MISSISSIPPI, TO BE A DISASTER AREA**

Council Member Gaston moved, seconded by Council Member Jones, to approve a "Resolution Proclaiming the Existence of a Local Emergency and Declaring the City of Tupelo, Mississippi, to be a Disaster Area". Of those present, the vote was unanimous in favor. APPENDIX B

### **EMPLOYEE RECOGNITION**

Mayor Todd Jordan recognized the following, for employment with the City of Tupelo:

Christopher Seth Simmons	Police Department	5 years
Jon Paul Price	Police Department	10 years

Justin Cody Franks	Fire Department	5 years
Debbie Dukes	Tupelo Water & Light	25 years

### **PUBLIC RECOGNITION**

Council Member Chad Mims reported that the Tupelo High/Middle School show choirs performed their Home Show last weekend, which was well attended.

Council Member Gaston thanked the Fire Department, Police Department, Tupelo Water & Light Department and the Public Works Department for all their hard work after the weekend tornado in Tupelo.

Council Member Buddy Palmer asked everyone to stand and sing Happy Birthday to Travis Beard for his upcoming birthday.

Council Member Nettie Davis mentioned both the March 23 and April 1, 2023 tornadoes in Amory and Tupelo. She thanked the City for the opportunity to travel to Washington DC last week to promote Tupelo and meet with our Congressional leaders.

Council Member Travis Beard thanked all the city departments for their hard work after the tornado last weekend. He especially thanked Matt Laubhan - WTVA for his live coverage and Jenny Savely for calling to check on him.

### **MAYOR'S REMARKS**

Mayor Todd Jordan read an email from Gina Fremont of Rankin Elementary, thanking the Police and Fire Departments for their participation in the Ripple Run event. He also announced that the City will receive \$4.6 million for the railroad project and \$500,000 for the Ballard Park upgrades from the 2023 legislative session. APPENDIX C

### **CITIZEN HEARING**

Council Member Travis Beard asked that the rules be suspended to allow Mrs. Ora Baldwin to speak to the Council. She missed the deadline to be placed on the agenda. Council Member Davis moved, seconded by Council Member Palmer, to suspend the rules and allow Mrs. Ora to speak. Of those present, the vote was unanimous in favor.

Mrs. Ora Baldwin addressed the Council concerning loose dogs in her neighborhood.

### **IN THE MATTER OF MINUTES OF MARCH 21, 2023 COUNCIL MEETING**

Council Member Gaston moved, seconded by Council Member Jones, to approve the minutes of the March 21, 2023, regular City Council meeting. Of those present, the vote was unanimous in favor

### **IN THE MATTER OF BILL PAY**

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

**IN THE MATTER OF BUDGET AMENDMENT #5 FOR FY 2023**

Council Member Palmer moved, seconded by Council Member Gaston, to approve Budget Amendment #5 for 2023, as presented by CFO/City Clerk Kim Hanna. The vote was as follows:

Council Member Mims	AYE
Council Member Bryan	ABSENT
Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	AYE
Council Member Jones	NAY

APPENDIX E

**IN THE MATTER OF THE CITY OF TUPELO AUDIT FOR FY 2022**

The Jarrell Group, PLLC, conducted the annual audit of the city's financial condition. No current year deficiencies or material weaknesses in internal control or in the compliance system were reported. Council Member Davis moved, seconded by Council Member Palmer, to accept the City of Tupelo Audit for fiscal year ending September 30, 2022. A copy of the audit report is on file in the City Clerk's office. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF APPROVAL OF BID 2023-013FP - FAIRPARK RESTROOMS**

Council Member Palmer moved, seconded by Council Member Davis, to make the following findings based on the record before the City Council and attached to the minutes: 1. The lowest and best bid of Timmons Electric Company supplied sufficient written proof with its bid submission that it has been approved for a bid bond as bid security; and 2. The waiver of the irregularity (not including the actual copy of the bid bond with the bid submission) does not violate mandatory or statutory provisions of state law; does not in any way destroy the competitive character of the bid; has no effect as to the amount of the bid; and does not give an advantage or benefit over the other bidders. The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	ABSENT
Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	AYE
Council Member Jones	NAY

APPENDIX F

Council Member Palmer moved, seconded by Council Woman Davis, to award the bid to the lowest and best bidder, Timmons Electric Company, in the amount of \$316,648.23 and to authorize the mayor and city clerk to enter into a contract for later presentment to the City Council for ratification. The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	ABSENT
Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	AYE
Council Member Jones	NAY

#### APPENDIX G

#### **IN THE MATTER OF CVB BOARD MINUTES OF MARCH 7, 2023**

Council Member Gaston moved, seconded by Council Member Mims, to approve the minutes of the March 7, 2023 meeting of the CVB Board. Of those present, the vote was unanimous in favor.

#### APPENDIX H

#### **IN THE MATTER OF APPROVAL OF SUBMISSION OF FIREHOUSE SUBS GRANT FOR BALLISTIC VESTS**

Council Member Palmer moved, seconded by Council Member Mims, to approve the submission of the Firehouse Subs Grant for Ballistic Vests. This grant will be used to purchase ballistic vests for the fire department in the approximate amount of \$20,000 and there is no match. Of those present, the vote was unanimous in favor. APPENDIX I

#### **IN THE MATTER OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN TUPELO POLICE DEPARTMENT AND VA MEDICAL CENTER**

Council Member Davis moved, seconded by Council Member Jones, to approve a Memorandum of Understanding between the United States Department of Veterans Affairs, Lt. Col. Luke Weathers, Jr. VA Medical Center and Tupelo Police Department. Of those present, the vote was unanimous in favor. APPENDIX J

#### **IN THE MATTER OF REQUEST TO RETIRE K9 ENZO**

Council member Palmer moved, seconded by Council Member Mims, to approve the request to retire K9 Enzo and allow transfer of this asset to his handler Sgt. Mike Ray. Of those present, the vote was unanimous in favor. APPENDIX K

#### **IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT OF JON BRAMBLE**

Council Member Gaston moved, seconded by Council Member Mims, to surplus the Glock model 45 9mm, SN BKLR969 and allow Jon Bramble to purchase same in the amount of \$1.00 upon his retirement from the City of Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. Of those present, the vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF REJECTION OF BIDS FOR PROJECT # 2023-015MT TUPELO MAIN STREET FAIRPARK IMPROVEMENTS**

Council Member Palmer moved, seconded by Council Member Mims, to reject Bid #2023-015MT - Tupelo Main Street Fairpark Improvements. The bid was 53% above the Engineer's estimate. Of those present, the vote was unanimous in favor to reject the bid. APPENDIX M

**IN THE MATTER OF MAJOR SITE PLAN REVISION FOR LAKEFRONT GARDENS DUPLEX DEVELOPMENT**

Council Member Mims moved, seconded by Council Member Jones, to approve flexible use application #FLEX23-01 for Lakefront Gardens duplex development. The original application was approved by Council in June of 2020. This change will approve one more duplex on the site for a total of eight. Of those present, the vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF TAX ABATEMENT APPLICATION FOR THE FEDERAL BUILDING**

DDS Director Tanner Newman discussed the request for tax abatement for Crossen Main, LLC for a period of 5 years. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Palmer moved, seconded by Council Member Gaston, to approve the 5 year tax abatement request for Crossen Main, LLC. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF TAX ABATEMENT APPLICATION FOR BNA BANK**

DDS Director Tanner Newman discussed the request for tax abatement for BNA Bank for a period of 5 years. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Davis moved, seconded by Council Member Jones, to approve the 5 year tax abatement request for BNA Bank. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF AWARD OF BID NUMBER 2023-012FD - TWO 4WD FIRE RESCUE SUV'S**

The City advertised and accepted bids for Bid #2023-012FD – two (2) 4WD Fire Rescue SUVs. One bid was received from Cannon Motors in the amount of \$115,750.00. Council Member Palmer moved, seconded by Council Member Gaston, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Cannon Motors in the amount of \$115,750.00. Of those present, the vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF BID APPROVAL FOR ANNUAL BID NO. 2023-010PW TUPELO ROADWAY MAINTENANCE PROGRAM**

Council Member Davis moved, seconded by Council Member Jones, to award Bid # 2022-010PW annual term bid for the 2023 Tupelo Roadway Maintenance Program to the lowest and best bid of Hodges Construction in the total amount of \$17,600.00. The vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF FEBRUARY 27, 2023**

Council Member Gaston moved, seconded by Council Member Mims, to approve the minutes of the February 27, 2023 meeting of the Cadence Bank Arena. Of those present, the vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF APPROVAL OF CORRECTION OF CADENCE BANK ARENA MINUTES OF DECEMBER 19, 2022**

On February 7, 2023, the City Council approved the Cadence Bank Arena minutes of the December 19, 2022, meeting. However, the list of surplus items listed in those minutes were not attached to the minutes. Therefore, Council Member Gaston moved, seconded by Council Member Palmer, that the December 19, 2022, minutes of the Cadence Bank Arena be corrected to include the surplus items list mentioned in those minutes. Of those present, the vote was unanimous in favor. APPENDIX T

**IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS**

Council Member Davis moved, seconded by Council Member Jones, 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. Of those present, the vote was unanimous in favor. APPENDIX U

**IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE MINUTES FROM MARCH 23, 2023**

Council Member Palmer moved, seconded by Council Member Jones, to approve the Traffic Committee minutes of March 3, 2023. Of those present, the vote was unanimous in favor. APPENDIX V

**IN THE MATTER OF LEGGETT & PLATT 0341, 0908, AND 4201 2023 TAX EXEMPTION**

Upon the unanimous agreement of the City Council, the Leggett & Platt 0341, 0908 and 4201 Tax Exemption was moved from the Study Agenda to the Active Agenda at the next regular meeting of the City Council.

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

Upon the unanimous agreement of the City Council, the request to form the Grove Neighborhood Association 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 Gaston moved, seconded by Council Member Jones to adjourn the meeting at 6:41 P.M. Of those present, the vote was unanimous in favor. This the 4th day of April, 2023.

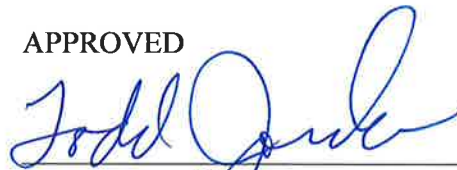


\_\_\_\_\_  
Lynn Bryan, Council President

ATTEST:

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

APPROVED



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

4-28-2023  
\_\_\_\_\_  
Date



OFFICE OF THE MAYOR

## NATIONAL JUNIOR AUXILIARY WEEK PROCLAMATION

**WHEREAS**, the Junior Auxiliary of Tupelo, Mississippi, a Chapter of the 88-year-old National Association of Junior Auxiliaries, Incorporated, represents a serious endeavor on the part of women to be active and constructive participants in the community and to assume responsible leadership in meeting community needs; and

**WHEREAS**, the mission of the National Association of Junior Auxiliaries is to encourage member Chapters to render charitable services which are beneficial to the general public, with particular emphasis on children, and to cooperate with other organizations performing similar services; and

**WHEREAS**, the Junior Auxiliary of Tupelo, Mississippi, works actively to perform the mission of the National Association of Junior Auxiliaries in this community since 1951, and we appreciate its efforts.

**NOW, THEREFORE BE IT PROCLAIMED** that I, Todd Jordan, Mayor of the City of Tupelo, Mississippi, do hereby designate the week of April 2-8, 2023, as

## JUNIOR AUXILIARY WEEK

in Tupelo, Mississippi, sponsored by the National Association of Junior Auxiliaries, and urge all citizens, civic and fraternal groups, news media, and other community organizations to join in the salute to Junior Auxiliary volunteers who have been an important presence in this community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the city of, Tupelo, Mississippi to be affixed this the 4th day of April in the year of our Lord 2023.

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Todd Jordan, Mayor

**ATTEST:**

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Kim Hanna, City Clerk





### PROCLAMATION OF LOCAL EMERGENCY

**WHEREAS**, conditions of extreme peril to the safety of persons and property shall soon arise within the City of Tupelo, Mississippi, due to severe thunderstorms, straight-line winds and tornadic weather commencing at approximately 1:15 a.m. on April 1, 2023; and

**WHEREAS**, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency and the declaration that persons and property located in the City of Tupelo, Mississippi, be deemed in immense danger of catastrophic injury and loss caused by severe storms.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF TUPELO, MISSISSIPPI THE FOLLOWING:**

1. Pursuant to the provisions of Miss. Code Anno. Sec 33-15-17(d) (1972, as amended), it is hereby proclaimed that a state of local emergency exists throughout the City of Tupelo, Mississippi, and persons and property encompassed by the boundaries of the City of Tupelo are hereby declared to be in extreme peril due to severe storms beginning on or about 01:15 AM April 1, 2023.
2. Said local emergency consisting of extreme peril is deemed to continue to exist until reviewed and either approved or disapproved by City Council of the City of Tupelo at its next regular meeting.
3. Deputy Fire Chief Brad Robinson is hereby designated as the emergency and disaster plan management and response officer.
4. Don Lewis, Chief Operations Officer or in his absence Kim Hanna, Chief Financial Officer, are hereby designated as the city's disaster relief officer.

HERETO I AFFIX MY SIGNATURE this the 1<sup>st</sup> day of April, 2023 at 1:15 am.

  
TODD JORDAN, MAYOR

ATTEST:

  
KIM HANNA, CFO/CITY CLERK

**From:** Fremont, Gina L [<mailto:glfremont@tupeloschools.com>]  
**Sent:** Monday, April 03, 2023 1:23 PM  
**To:** Alex Farned <[Alex.Farned@tupeloms.gov](mailto:Alex.Farned@tupeloms.gov)>  
**Subject:** Appreciation for city council meeting

**EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

To Distinguished City Council Members, Tupelo Police, and Tupelo Fire Department:

We want to send a whole hearted appreciation to the Tupelo Police officers and Tupelo Firemen who came out to our first Ripple Run event last Saturday morning.

The police officers were a valuable asset to maintaining safety throughout the course. They filled in gaps by volunteering their services at the different barricades, and we so appreciate their presence.

The firemen were also significant by making themselves available for a couple of first aid situations. The students also loved taking pictures by their fire truck!

Both the police officers and firemen engaged with the students and made them feel important!

Please express our gratitude to these individuals in the Tupelo Police Department and Tupelo Fire Department from Tupelo Public School District K5 PE teachers!

Sincerely,  
Coach Gina Fremont  
Rankin Elementary

**CHECK INFORMATION FOR COUNCIL MEETING  
APRIL 4, 2023**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-416818-416834;416835-417120 50002130-50002150</b>

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

**INVOICES AS SHOWN ON FACE OF DOCKET**

**City of Tupelo**  
**Fy 2023 Budget Revision #5**

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:

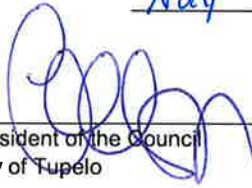
	Original Budget	Amendment	Amended Budget
<b>Fund #327</b>			
<b>Tupelo Capital &amp; Infrastructure Fund</b>			
<b>Revenues</b>			
Grants	1,352,972		1,352,972
Transfer from Other Funds	7,575,293	560,000	8,135,293
Donations	200,000		200,000
Bond Proceeds	-		-
Unreserved Fund Balance	10,196,688	-	10,196,688
<b>Total Revenues</b>	<b>19,324,953</b>	<b>560,000</b>	<b>19,884,953</b>
 <b>Purpose:</b>			
To allocate \$550,000 of excess revenue over expenditures from FY 2022 for the increase for Fairpark Restroom project (150,000) and for the City Hall Generator project (\$400,000)			
To allocate \$10,000 for upfit needed for Fire Response vehicle.			
 <b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
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	-	-	-
<b>Total Other Services &amp; Charges</b>	<b>5,772,800</b>	<b>-</b>	<b>5,772,800</b>
 <b>Capital</b>			
Infrastructure Improvements	7,958,154		7,958,154
Purchase of Property	767,500		767,500
Equipment	1,095,954		1,095,954
Building Improvements	1,523,387	550,000	2,073,387
Park Improvements	1,206,772		1,206,772
Vehicles	396,807	10,000	406,807
Police Vehicles/Equipment	373,739		373,739
Fire Equipment/Trucks	229,840		229,840
Contingencies(Grant Matches)	-	-	-
<b>Total Capital</b>	<b>13,552,153</b>	<b>560,000</b>	<b>14,112,153</b>
<b>Other Financing Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>19,324,953</b>	<b>560,000</b>	<b>19,884,953</b>

Voting

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

Aye  
Absent  
Aye  
Aye  
Aye  
Aye  
Nay

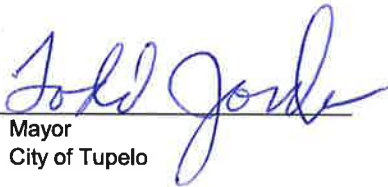
Approved:



\_\_\_\_\_  
 President of the Council  
 City of Tupelo

Attest:

Missy Shelton  
 Clerk of the Council



\_\_\_\_\_  
 Mayor  
 City of Tupelo

Attest:

Kim Deanna  
 City Clerk

March 23, 2023

Mr. Neal McCoy  
 Executive Director  
 Tupelo Convention and Visitors Bureau  
 P.O. Drawer 47  
 Tupelo, MS 38802-0047

Re: Re-Bid  
 The City of Tupelo  
 Fairpark Restroom Pavilion  
 Tupelo, Mississippi  
 Bid Number 2023-013FP  
 PryorMorrow Project Number 2022507

Dear Mr. McCoy:

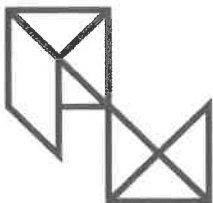
Bids on the above referenced project were received on Tuesday, March 21, 2023, from five (5) contractors. These contractors are as follows:

- C I G Contractors, Inc., of Corinth, Mississippi
- E3 Construction Corp. (dba Master Craft Builders) of Booneville, Mississippi
- Glen Moore, LLC, of Okolona, Mississippi
- M & N Construction, LLC, of Tupelo, Mississippi
- Timmons Electric Co., LLC, of Tupelo, Mississippi

Ben Logan, attorney for The City of Tupelo, opened the five (5) bids after 2:00 p.m. and read each bid aloud. Enclosed for your records is a certified bid tabulation form.

I have reviewed the bids submitted. Upon initial review, it appears that the lowest bidder is Timmons Electric Co. (Certificate of Responsibility Number 21683-MC); their bid is in the amount of \$316,648.23. However, the bid submitted by Timmons Electric was not accompanied by a bidder's certified check or a bid bond, duly executed by the bidder as principal and having surety thereon, a surety company approved by the Owner and signed by a registered agent in Mississippi, in the amount of five percent (5%) of the Base Bid. The absence of a certified check or bid bond appears to deem the Timmons bid non-responsive.

The next lowest bid was submitted by M & N Construction, LLC (Certificate of Responsibility Number 22119-MC). The amount of M & N's bid is \$485,000.00 M & N Construction is the lowest responsive bidder.



#### Columbus, MS

Michael W. Taylor, AIA : Corey D. Ravenhorst, PE  
 P.O. Box 167 : 5227 S. Frontage Rd. : Columbus, MS 39703 : P 662 327 8990 : F 662 327 8991

#### Tupelo, MS

Rud B. Robison, Jr., AIA : William V. Dexter, Jr., AIA  
 P.O. Box 7066 : 1150 S. Green St., Ste. 1F : Tupelo, MS 38802 : P 662 840 8062 : F 662 840 8092

#### Brandon, MS

J. Guadalupe Arellano, AIA  
 118 Service Dr., Ste. 9 : Brandon, MS 39042 : P 601 829 6915 : F 601 829 6916

#### Reform, AL

Michael W. Taylor, AIA  
 P.O. Box 83 : 418 First Avenue West : Reform, AL 35481 : P 205.828.0039

## APPENDIX F

The estimated probable cost of construction (estimate) as established by the Architect is in the amount of \$447,100.00; please refer to the enclosed Estimate of Probable Cost of Construction dated January 30, 2023.

The bid submitted by M & N Construction exceeds the estimate in the amount of \$37,900.00. It is my understanding that, if the lowest responsive Base Bid does not exceed the estimate by more than ten percent (10%), it is permissible to negotiate with the lowest responsive bidder in an effort to lower the Base Bid to the amount of the estimate. If the Owner deems it permissible and legally proper, the Architect will assist the Owner with negotiations with the lowest responsive bidder as mentioned above.

We at PryorMorrow appreciate the opportunity to work with you on this project. I look forward to receiving your response and comments.

Sincerely,

A handwritten signature in blue ink that reads "Rud B. Robison, Jr., AIA". The signature is fluid and cursive, with the initials "AIA" written in a slightly larger font at the end.

Rud B. Robison, Jr., AIA  
Architect

RBR/krs

Enclosures

cc: Mr. William V. Dexter, Jr., AIA, Principal, PryorMorrow PC  
Mr. Charles A. Watson, AIA, Architect, PryorMorrow PC  
Ms. Becky Bell, Business Manager, PryorMorrow PC

**BID TABULATION FORM**

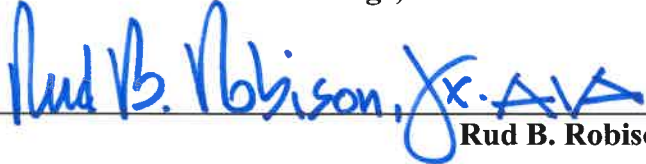
**Re-Bid**  
**The City of Tupelo**  
**Fairpark Restroom Pavilion**  
**Tupelo, Mississippi**  
**Bid Number 2023-013FP**  
**PryorMorrow Project Number 2022507**

**Date:** Tuesday, March 21, 2023  
**Time:** 2:00 p.m.  
**Location:** Purchasing Office, City Hall, 1<sup>st</sup> Floor  
 71 East Troy Street  
 Tupelo, Mississippi 38804

BIDDER CERTIFICATE OF RESPONSIBILITY # BID BOND	ADDENDA		BASE BID	CHANGE ORDER %	
	#1	#2		+	-
C I G Contractors, Inc. # 02738-MC 5% Travelers Casualty and Surety Company of America	√	√	\$670,000.00	20	10
Cook Development, LLC NO BID # 5%			NO BID	NO BID	NO BID
E3 Construction Corp. dba Master Craft Builders # 23861-MC 5% The Gray Casualty & Surety Company	√	√	\$489,187.00	10	5
Glen Moore, LLC # 20395-MC 5% RLI Insurance Company	√	√	\$538,150.00	15	5
M & N Construction, LLC # 22119-MC 5% The Gray Casualty & Surety Company	√	√	\$485,000.00	15	5
Timmons Electric Co., LLC # 21683 5% BID BOND NOT PROVIDED AT TIME OF BID OPENING	√	√	\$316,648.23	8	0

**PRYORMORROW PC**  
**Post Office Box 7066**  
**1150 South Green Street, Building 1, Suite F (38804)**  
**Tupelo, Mississippi 38802-7066**

The above bids were opened on Tuesday, March 21, 2023, and, to the best of our knowledge, are correct as entered above.

  
 Rud B. Robison, Jr., AIA  
 Architect



## Missy Stennett

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**From:** Missy Stennett  
**Sent:** Monday, January 30, 2023 4:43 PM  
**To:** Neal McCoy  
**Cc:** Rud Robison; William Dexter  
**Subject:** Probable Cost Estimate -- Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion (2022507)  
**Attachments:** 2023.01.30.est of probable cost (SIGNED).pdf

Mr. McCoy:


Attached in PDF format is Rud's 01-30-23 estimate of probable cost for the re-bid of the Fairpark restroom pavilion project. Please let me know if you have any questions or if you are unable to open the attachment.


Sincerely,


Missy Stennett



**Missy Stennett | Office Manager**

 662.840.8062

 662.322.7180

 1150 S Green Street, Suite 1F Tupelo, MS 38802

 [pryormorrow.com](http://pryormorrow.com)

**Re-Bid**  
**The City of Tupelo**  
**Fairpark Restroom Pavilion**  
**Tupelo, Mississippi**  
**PryorMorrow Project Number 2022507**  
**Estimate of Probable Cost of Construction**  
**January 30, 2023**

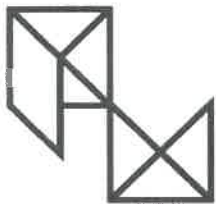
The following estimate includes the Owner's performing portions of the work and the General Contractor's performing the construction of the building on an Owner-prepared site with utilities.

Owner-Provided Scope of Work:

- Site clearing, tree removal, and grubbing
- Excavation and compacted fill
- Extend and provide utilities to the building pad and within five feet of the building
- Provide below-grade borings for utilities
- Provide landscaping except for sod which will be provided by the General Contractor

Contractor's Scope of Work and Estimate:

• Termite protection	\$ 7,000
• Foundations, reinforcing steel, and slab	\$ 40,000
• Concrete sidewalks and brick pavers	\$ 9,000
• Rough carpentry, sheathing, and roof decking	\$ 79,000
• Glue laminate beams (6)	\$ 5,000
• Finish carpentry, board and batten, HardiTrim bead board ceiling, wood columns and brackets	\$ 32,000
• Corrugated metal ceiling in restrooms	\$ 3,800
• Brick and masonry accessories	\$ 20,000
• Metal roof, underlayment, gutters, downspouts, and trim	\$ 38,000
• Steel columns and metal braces	\$ 4,000
• Aluminum door, frames, and electronic hardware	\$ 12,000
• Gypsum board	\$ 15,000
• Painting	\$ 19,000
• Ceramic flooring and walls, full-height, in restrooms	\$ 29,000
• Louvers and vents	\$ 2,500
• Toilet accessories, mirror, grab bars, and baby-changing stations (4)	\$ 5,800



**Columbus, MS**

Michael W. Taylor, AIA : Corey D. Ravenhorst, PE  
 P.O. Box 167 : 5227 S. Frontage Rd. : Columbus, MS 39703 : P 662 327 8990 : F 662 327 8991

**Tupelo, MS**

Rud B. Robison, Jr., AIA : William V. Dexter, Jr., AIA  
 P.O. Box 7066 : 1150 S. Green St., Ste. 1F : Tupelo, MS 38802 : P 662 840 8062 : F 662 840 8092

**Brandon, MS**

J. Guadalupe Arellano, AIA  
 118 Service Dr., Ste. 9 : Brandon, MS 39042 : P 601 829 6915 : F 601 829 6916

**Reform, AL**

Michael W. Taylor, AIA  
 P.O. Box 83 : 418 First Avenue West : Reform, AL 35481 : P 205.828.0039

## APPENDIX F

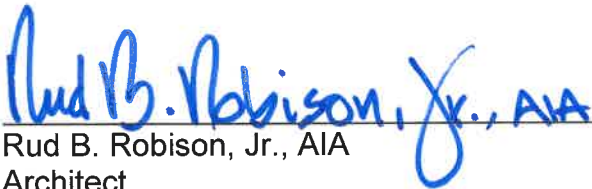
- Plumbing and connections to utilities:  
water closets (4) with flush valves (ADA)  
lavatories (4) (ADA)  
urinal (1) (ADA)  
janitor's sink (1)  
water heater (1) (electric) \$ 49,000
- HVAC: mini-splits (4), exhaust fans, small electric heater in janitor's closet \$ 24,000
- Electrical: panel (1), LED lighting, power outlets per code, electrical for door access controls \$ 28,000
- Latent conditions allowance \$ 25,000

**PROBABLE COST OF CONSTRUCTION**

**\$447,100**

Not Including Owner-Provided Scope of Work and Architectural and Engineering Fees

Evaluation of the Owner's project budget, the preliminary estimate of construction cost and detailed estimates of construction costs, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's project budget or from any estimate of construction cost or evaluation prepared or agreed to by the Architect.

  
Rud B. Robison, Jr., AIA  
Architect

RBR/krs



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** March 30, 2023  
**SUBJECT:** IN THE MATTER OF FAIRPARK RESTROOMS BIDS. NM

---

**Request:**

Approval of Fairpark Restrooms Bids

**BID TABULATION FORM**

**Date:** Tuesday, March 21, 2023  
**Time:** 2:00 p.m.  
**Location:** Purchasing Office, City Hall, 1<sup>st</sup> Floor  
 71 East Troy Street  
 Tupelo, Mississippi 38804

**Re-Bid**  
 The City of Tupelo  
 Fairpark Restroom Pavilion  
 Tupelo, Mississippi  
 Bid Number 2023-013FP  
 PryorMorrow Project Number 2022507

BIDDER CERTIFICATE OF RESPONSIBILITY # BID BOND	ADDENDA		BASE BID	CHANGE ORDER %	
	#1	#2		+	-
C I G Contractors, Inc. # 02738-MC 5% Travelers Casualty and Surety Company of America	✓	✓	\$670,000.00	20	10
Cook Development, LLC NO BID # 5%			NO BID	NO BID	NO BID
E3 Construction Corp. dba Master Craft Builders # 23861-MC 5% The Gray Casualty & Surety Company	✓	✓	\$489,187.00	10	5
Glen Moore, LLC # 20395-MC 5% RLJ Insurance Company	✓	✓	\$538,150.00	15	5
M & N Construction, LLC # 22119-MC 5% The Gray Casualty & Surety Company	✓	✓	\$485,000.00	15	5
Timmons Electric Co., LLC # 21683 5% BID BOND NOT PROVIDED AT TIME OF BID OPENING	✓	✓	\$316,648.23	8	0

The above bids were opened on Tuesday, March 21, 2023, and, to the best of our knowledge, are correct as entered above.

*Rud B. Robison, Jr.*  
 Rud B. Robison, Jr., AIA  
 Architect

**PRYORMORROW PC**  
 Post Office Box 7066  
 1150 South Green Street, Building 1, Suite F (38804)  
 Tupelo, Mississippi 38802-7066

**Re-Bid**  
**The City of Tupelo**  
**Fairpark Restroom Pavilion**  
**Tupelo, Mississippi**  
**Bid Number 2023-013FP**  
**PryorMorrow Project Number 2022507**  
**BID OPENING**  
**Tuesday, March 21, 2023**

	Name	Company	Phone # (please include area code)	E-mail Address
1	Rud Robison	PryorMorrow	662-840-8062	rrobison@pryor-morrow.com
2	GLEN MOORE	GLEN MOORE, LLC	662-567-6880	GLENMOORECONSTRUCTION@GMAIL.COM
3	Adam Pugh	Pryor Morrow	662-840-8062	apugh@pryor-morrow.com
4	Ben Logan	City of Tupelo	662 790 4744	ben.logan@tupelo.ms.gov
5	Randall Godwin	EIG Contractors	662-287-8079	randall-godwin@eigcontractors.com
6	Jared Fly	M+N	662-772-1882	jared@mnconst.com
7	James Roach	Master Craft	662-728-2325	james@mastercraftbuildersms.com
8	Neal McCoy	City of Tupelo	662 871-7748	nmccoy@tupelo.net
9	DAVID LEWIS	COT	662-871-8049	DAVID.LEWIS@TUPELOMS.GOV
10	Johnny Timmons	TWL	662-871-8350	Johnny.Timmons@Tupelo.us.gov
11	Stephen N Reed	COT	662-523-1170	Stephen.Reed@TupeloMS.gov
12	Charlie Watson	PM	662-840-8062	cwatson@pryor-morrow.com
13	Jennifer Shempert	COT	841-6506	jennifer.shempert@tupeloms.gov
14				
15				
16				
17				
18				
19				
20				


**Columbus, MS**

 Michael W. Taylor, AIA : Corey D. Ravenhorst, PE  
 P.O. Box 167 : 5227 S. Frontage Rd. : Columbus, MS 39703 : P 662 327 8990 : F 662 327 8991

**Tupelo, MS**

 Rud B. Robison, Jr., AIA : William V. Dexter, Jr., AIA  
 P.O. Box 7066 : 1150 S. Green St., Ste. 1F : Tupelo, MS 38802 : P 662 840 8062 : F 662 840 8092

**Brandon, MS**

 J. Guadalupe Arellano, AIA  
 118 Service Dr., Ste. 9 : Brandon, MS 39042 : P 601 829 6915 : F 601 829 6916

**Reform, AL**

 Michael W. Taylor, AIA  
 P.O. Box 83 : 418 First Avenue West : Reform, AL 35481 : P 205.828.0039

**APPENDIX G**

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13**

**BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 21683-MC

Proposal of: Timmons Electric Co., LLC

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 2/24/23 Pages: 2 Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_

Addendum No. 2 Date 3/16/23 Pages: 5 Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_

Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_ Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$ 316,648.23)  
FOUR EIGHT DOLLARS + 23/100

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 8 % for changes that add to, or increase, the scope of work and 0 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:

Mike Timmons

Print Name:

Mike Timmons

Title:

Managing Member

Address:

4855 Cliff Gookin Blvd, Tupelo MS 38801

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

2022 INDIANAPOLIS BIDDING DOCUMENT 0209





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802	<b>CONTACT NAME:</b> Kim Roberts <b>PHONE (A/C, No, Ext):</b> (662) 842-1321 <b>FAX (A/C, No):</b> (662) 842-1433 <b>E-MAIL ADDRESS:</b> kroberts@renasant.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Tri-State Insurance Co of Minnesota <b>NAIC #</b> 31003 <b>INSURER B:</b> Wesco Insurance Company    25011 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801		

**COVERAGES**                              **CERTIFICATE NUMBER:** MASTER WC/GL 22'                              **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ADV4474086	06/13/2022	06/13/2023	EACH OCCURRENCE    \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ 300,000 MED EXP (Any one person)    \$ 10,000 PERSONAL & ADV INJURY    \$ 2,000,000 GENERAL AGGREGATE    \$ 4,000,000 PRODUCTS - COMP/OP AGG    \$ 4,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								EACH OCCURRENCE    \$ AGGREGATE    \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$								PER STATUTE    OTH-ER E.L. EACH ACCIDENT    \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE    \$ 1,000,000 E.L. DISEASE - POLICY LIMIT    \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y    N/A			WWC3622820	01/08/2023	01/08/2024			

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

### CERTIFICATE HOLDER

City of Tupelo  
71 E Troy Street  
Tupelo MS 38804

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

---

**From:** Sam Derby <[sderby@fcci-group.com](mailto:sderby@fcci-group.com)>  
**Sent:** Friday, March 17, 2023 2:28 PM  
**To:** Dennis Hall <[DHall@renasant.com](mailto:DHall@renasant.com)>  
**Subject:** [EXTERNAL] TIMMONS ELECTRIC - FAST LANE SUBMISSION - 3/21/23 BID BOND NEED - \$315M - CITY OF TUPELO - FAIRPARK - FCCI OFFER OF SURETY SUPPORT  
**Importance:** High

Good afternoon.

Thank you for the update.

Bid bond approved.

**CONDITIONS**

**If low bidder and awarded the contract:**

- A flat 3% rate will be charged on the total contract value.
- We will obtain a properly executed FCCI Indemnity Agreement which will include Timmons' corporate indemnity and Mike Timmons' personal indemnity prior to the release of the performance and payment bonds.
- All additional bonded work will be considered on a job-by-job basis.

**Sam Derby**  
*Regional Contract Surety Manager*  
**FCCI Insurance Group**  
1020 Highland Colony Parkway  
Suite 800  
Ridgeland, MS 39157

---

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

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

P.O. Box 391, Mooreville, MS 38857

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 The City of Tupelo

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 FairPark Bathroom Pavilion Location: 71 East Troy Street, Tupelo MS 38804

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 21st day of March, 2023

M & N Construction, LLC

(Principal)

(Seal)

By:

(Title)

(Witness)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By:

Attorney-in-Fact Michael Addison

(Title)

(Witness)



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: The City of Tupelo

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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> 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 12<sup>th</sup> 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 21<sup>st</sup> day of March, 2023.



*Mark S. Manguno*

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

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13  
BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 22119-MC

Proposal of: M&N Construction

<b>Project:</b>	Re-Bid The City of Tupelo Fairpark Restroom Pavilion Tupelo, Mississippi Bid Number 2023-013FP PryorMorrow Project Number 2022507	<b>Owner:</b>	The City of Tupelo Post Office Box 1485 71 East Troy Street (38804) Tupelo, Mississippi 38802-1485
-----------------	--	---------------	---

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

Addendum No. 1 Date 2/24/2023 Pages: 2 Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_\_\_

Addendum No. 2 Date 3/16/2023 Pages: 5 Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_\_\_

Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_\_\_ Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_\_\_

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:



**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

four hundred eighty five thousand DOLLARS (\$ 485,000.00 )

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

SECTION 00 41 13  
BID FORM

Proposal of: M&N Construction  
Contractor's Responsibility Number: 22119-MC  
Project: Re-Bid  
The City of Jackson  
Parks Pavilion  
Jackson, Mississippi  
Bid Number 2023-01317  
Project Number 202307

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:  
Addendum No. 1 Date 01/24/2023 Pages: 5  
Addendum No. 2 Date 01/27/2023 Pages: 3  
Addendum No. 3 Date 01/27/2023 Pages: 1

Having carefully examined the Contract Documents entitled Re-Bid, The City of Jackson, Mississippi, prepared by Project/Owner, PC, and dated February 1, 2023, as well as the previous Addendum No. 1, 2, and 3, and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

Substantially complete within one hundred fifty (150) calendar days from the date on the Notice to Proceed.  
**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day (liquidated damages) for each day of delay exceeding the contract time until such time substantial completion is reached.  
**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual agreement of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

Substantially complete within one hundred fifty (150) calendar days from the date on the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day (liquidated damages) for each day of delay exceeding the contract time until such time substantial completion is reached.

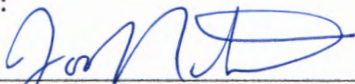
**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual agreement of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 15 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed: 

Print Name: Jonathan Nichols

Title: Owner

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

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

END OF SECTION

contains the names of the bidder.  
The bidder's Certificate of Responsibility number is required on the envelope and  
must appear on the envelope in addition to the bidder's name and address.  
The bidder's name and address must appear on the envelope in addition to the  
bidder's name and address.

Address: M&N Construction, 400 South Street, Ste. 100, Tulsa, OK 74101

Title: Owner

Name: Jonathan Nichols

Signature: \_\_\_\_\_

Responsible (Print Name): \_\_\_\_\_

The bidder certifies that the information provided in this bid is true and correct to the best of the bidder's knowledge and belief, and that the bidder is not in violation of any laws, regulations, or contract provisions. The bidder also certifies that the bidder is not a subsidiary or agent of any other bidder, and that the bidder is not a member of any labor organization. The bidder further certifies that the bidder is not a convicted felon, and that the bidder is not a person who has been convicted of a crime involving fraud, dishonesty, or breach of fiduciary duty. The bidder also certifies that the bidder is not a person who has been convicted of a crime involving violence, sexual offenses, or child abuse. The bidder further certifies that the bidder is not a person who has been convicted of a crime involving the sale of controlled substances, or the possession of a firearm. The bidder also certifies that the bidder is not a person who has been convicted of a crime involving the operation of a motor vehicle, or the possession of a firearm. The bidder further certifies that the bidder is not a person who has been convicted of a crime involving the possession of a firearm, or the possession of a firearm. The bidder also certifies that the bidder is not a person who has been convicted of a crime involving the possession of a firearm, or the possession of a firearm. The bidder further certifies that the bidder is not a person who has been convicted of a crime involving the possession of a firearm, or the possession of a firearm.

Section 100-100, 12-01  
The bidder certifies that the information provided in this bid is true and correct to the best of the bidder's knowledge and belief, and that the bidder is not in violation of any laws, regulations, or contract provisions. The bidder also certifies that the bidder is not a subsidiary or agent of any other bidder, and that the bidder is not a member of any labor organization. The bidder further certifies that the bidder is not a convicted felon, and that the bidder is not a person who has been convicted of a crime involving fraud, dishonesty, or breach of fiduciary duty. The bidder also certifies that the bidder is not a person who has been convicted of a crime involving violence, sexual offenses, or child abuse. The bidder further certifies that the bidder is not a person who has been convicted of a crime involving the sale of controlled substances, or the possession of a firearm. The bidder also certifies that the bidder is not a person who has been convicted of a crime involving the operation of a motor vehicle, or the possession of a firearm. The bidder further certifies that the bidder is not a person who has been convicted of a crime involving the possession of a firearm, or the possession of a firearm. The bidder also certifies that the bidder is not a person who has been convicted of a crime involving the possession of a firearm, or the possession of a firearm.



# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310  
Bid Bond

**COPY**

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

P.O. Box 391, Mooreville, MS 38857

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 The City of Tupelo

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 FairPark Bathroom Pavilion Location: 71 East Troy Street, Tupelo MS 38804

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 21st day of March, 2023

M & N Construction, LLC

(Principal)

(Seal)

By: 

(Title)

(Witness)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Michael Addison

(Title)

(Witness)



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

**COPY**

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: The City of Tupelo

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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> 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 12<sup>th</sup> 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 foregoing 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 21<sup>st</sup> day of March, 2023.



*Mark S. Manguno*

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

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13  
BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 22119-MC

Proposal of: M&N Construction

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 2/24/2023 Pages: 2 Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_

Addendum No. 2 Date 3/16/2023 Pages: 5 Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_

Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_ Addendum No. \_\_\_ Date \_\_\_\_\_ Pages: \_\_\_

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

four hundred eighty five thousand DOLLARS (\$ 485,000.00 )

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

202207-06-001 City of Pleasanton Business Pavilion

SECTION 00 41 13  
BID FORM

Tuesday, March 11, 2023  
City of Pleasanton, 22119-462

Proposal of \_\_\_\_\_ M&N Construction

Project: \_\_\_\_\_  
 The City of Pleasanton  
 22119-462  
 Pleasanton, CA 94566  
 Bid Number 2022-0117P  
 Pleasanton Project Number 202207

Owner: \_\_\_\_\_  
 The City of Pleasanton  
 Post Office Box 188  
 22119-462  
 Pleasanton, CA 94566  
 (415) \_\_\_\_\_

The receipt of the following Addendum to the Contract Documents is hereby acknowledged:

Addendum No. 1, Date 2/24/23, Pages: 2  
 Addendum No. 2, Date 3/1/23, Pages: 5  
 Addendum No. 3, Date \_\_\_\_\_, Pages: \_\_\_\_\_

Having carefully examined the Contract Documents entitled "Business Pavilion" prepared by Pleasanton PC, and dated February 1, 2022, as well as the Addendum to the Contract Documents and conditions offering the work, the undersigned proposes to furnish the labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

*Four hundred eighty five thousand dollars (\$485,000.00)*

**SUBSTANTIAL COMPLETION:** Time is an important consideration on this project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150,000 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

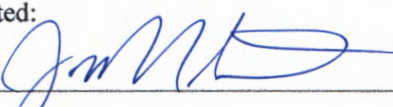
**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 15 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed: 

Print Name: Jonathan Nichols

Title: Owner

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

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

000000 - Re-Bid The City of Tupelo, Mississipi

The undersigned proposed a fixed percentage fee of 15% for changes that add or increase the scope of work and 5% for changes that reduce the scope of work. Section 00 23 00 7.3.1.1

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all working conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the contract documents and is fully cognizant of and is familiar with all of the terms and conditions hereof.

Respectfully Submitted:

Signed: \_\_\_\_\_  
 Print Name: Jonathan Nichols  
 Title: Owner  
 Address: M&N Construction, 499 South Gloster, Ste F9, Tupelo, MS 38801

If the bidder is a corporation, with the name of incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the inside of the envelope and contains the packet of the bid.

END OF SECTION

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13  
BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 20395-MC

Proposal of: GLEN MOORE, LLC

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 2-24-23 Pages: 2 Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_

Addendum No. 2 Date 3-16-23 Pages: 5 Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_

Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_ Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

FIVE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED FIFTY <sup>NO/100</sup> DOLLARS (\$538,150.00)

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed





2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 15 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed: Glen Moore

Print Name: GLEN MOORE

Title: OWNER

Address: 300 CR 135 OKOLWA, MS 38860

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 52 13  
AGREEMENT FORM**

**PART 1 - GENERAL**

**1.01 CONTRACT**

- A. The work is to be executed under a single fixed-price contract, Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 2017 Edition.
- B. A copy of the Agreement is enclosed herein.
- C. Prospective bidders should read and understand the Agreement form before submitting bids or executing the Agreement.
- D. Refer also to Appendix "A."

**END OF SECTION**



P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E: contract.surety@rlicorp.com  
RLISURETY.COM

# BID BOND

Bond No. SSB0416302

KNOW ALL MEN BY THESE PRESENTS,

That We, Glen Moore, LLC  
of 300 CR 135, Okolona, MS 38860  
as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Mississippi, are held and firmly bound unto  
The City of Tupelo Todd Jordan, Mayor 71 East Troy Street, Tupelo, MS 38804, as Obligee, in the penal sum of  
Five Percent and no/00 (5%),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Obligee on a contract for Re-Bid The City of Tupelo, Fairpark Restroom Pavillion  
Tupelo, Mississippi Bid Number 2023-013FP PryorMorrow Project Number 022507.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 17th day of March, 2023.

Glen Moore, LLC  
Principal

By: [Signature]

RLI Insurance Company

By: Jennifer Hayes  
Jennifer Hayes Attorney in Fact



ADDRESS ALL CORRESPONDENCE TO:

RLI Insurance Company  
P.O. Box 3967  
Peoria, IL 61612-3967  
800-645-2402

C0006304-10,0



RLI Surety  
P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Kathleen Anderson

in the City of Tupelo, State of Mississippi its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 13th day of September, 2011.



**RLI Insurance Company**

Roy C. Die Vice President

State of Illinois }  
County of Peoria } SS

On this 13th day of September, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 14th day of March, 2023

**RLI Insurance Company**

Roy C. Die Vice President

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13**

**BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 20395-MC

Proposal of: GLEN MOORE, LLC

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 2-24-23 Pages: 2 Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_

Addendum No. 2 Date 3-16-23 Pages: 5 Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_

Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_ Addendum No. \_\_\_ Date \_\_\_ Pages: \_\_\_

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

FIVE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED FIFTY <sup>00</sup>/<sub>100</sub> DOLLARS (\$ 538,150.00)

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 15 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed: GL M-

Print Name: GLEN MOORE

Title: OWNER

Address: 300 CR 135 OKOLONA, MS 38840

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**



P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E: contract.surety@rlicorp.com  
RLISURETY.COM

# BID BOND

Bond No. SSB0416302

KNOW ALL MEN BY THESE PRESENTS,

That We, Glen Moore, LLC  
of 300 CR 135, Okolona, MS 38860  
as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Mississippi, are held and firmly bound unto  
The City of Tupelo Todd Jordan, Mayor 71 East Troy Street, Tupelo, MS 38804, as Obligee, in the penal sum of  
Five Percent and no/00 (5%),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Obligee on a contract for Re-Bid The City of Tupelo, Fairpark Restroom Pavillion  
Tupelo, Mississippi Bid Number 2023-013FP PryorMorrow Project Number 022507.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 21st day of March, 2023.

Glen Moore, LLC  
Principal

By: [Signature]

**RLI Insurance Company**

By: Jennifer Hayes  
Jennifer Hayes Attorney in Fact



ADDRESS ALL CORRESPONDENCE TO:

**RLI Insurance Company**  
P.O. Box 3967  
Peoria, IL 61612-3967  
800-645-2402

C0006304-10,0



RLI Surety  
 P.O. Box 3967 | Peoria, IL 61612-3967  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:  
Kathleen Anderson

in the City of Tupelo, State of Mississippi its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

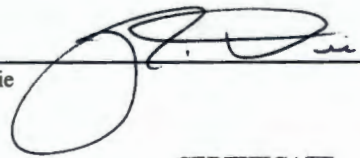
The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 13th day of September, 2011.



**RLI Insurance Company**

Roy C. Die  Vice President

State of Illinois }  
 County of Peoria } SS

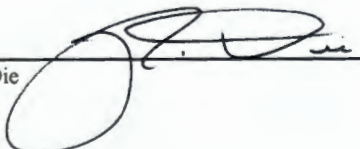
**CERTIFICATE**

On this 13th day of September, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 17th day of March, 2023

Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

Roy C. Die  Vice President





2022507 – Re-Bid. The City of Tupelo. Fairpark Restroom Pavilion

**SECTION 00 41 13  
BID FORM**

**Tuesday, March 21, 2023**

**Certificate of Responsibility Number:** 23861-MC

**Proposal of:** E3 Construction Corp. dba. Master Craft Builders

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 2-24-2023 Pages: 2 Addendum No.     Date     Pages:    

Addendum No. 2 Date 3-16-2023 Pages: 5 Addendum No.     Date     Pages:    

Addendum No.     Date     Pages:     Addendum No.     Date     Pages:    

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

---

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

Four hundred ninety four thousand seven hundred forty six DOLLARS (\$ 489,187.00 )

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

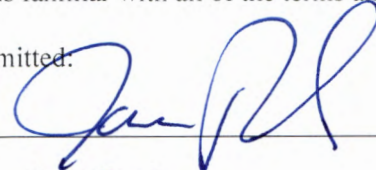
**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

2022507 – Re-Bid. The City of Tupelo. Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 10 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted: 

Signed: \_\_\_\_\_

Print Name: James Roach

Title: Project Manager / Estimator

Address: 473 Hwy 145 South Booneville, MS 38829

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

2022507 – Re-Bid. The City of Tupelo. Fairpark Restroom Pavilion

**SECTION 00 41 13**  
**BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 23861-MCProposal of: E3 Construction Corp. dba. Master Craft Builders

<b>Project:</b>	Re-Bid The City of Tupelo Fairpark Restroom Pavilion Tupelo, Mississippi Bid Number 2023-013FP PryorMorrow Project Number 2022507	<b>Owner:</b>	The City of Tupelo Post Office Box 1485 71 East Troy Street (38804) Tupelo, Mississippi 38802-1485
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The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 2-24-2023 Pages: 2 Addendum No.     Date     Pages:    Addendum No. 2 Date 3-16-2023 Pages: 5 Addendum No.     Date     Pages:    Addendum No.     Date     Pages:     Addendum No.     Date     Pages:    

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

Four hundred ninety four thousand seven hundred forty six \_\_\_\_\_ DOLLARS (\$ 489,187.00 )

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

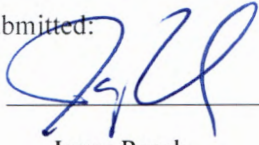
2022507 – Re-Bid. The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 10 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:



Print Name:

James Roach

Title:

Project Manager / Estimator

Address:

473 Hwy 145 South Booneville, MS 38829

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE E3 Construction Corp. dba Master Craft Builders  
473 Hwy 145 South, Booneville, MS 38829

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  
P. O. Box 1485, 71 East Troy Street, Tupelo, MS 38802-1485

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 Fairpark Restroom Pavilion Pryor Morrow PN#2022507

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 21st day of March, 2023

[Signature] (Witness)  
E3 Construction Corp. dba Master Craft Builders  
(Principal) (Seal)  
By: [Signature] Owbe  
(Title)

[Signature] (Witness)  
The Gray Casualty & Surety Company  
(Surety) (Seal)  
By: [Signature] Fielden Mitts  
Attorney-in-Fact Fielden Mitts (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: Fielden Mitts 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: E3 Construction Corp. dba Master Craft Builders  
Obligee: City of Tupelo

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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> 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 12<sup>th</sup> 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 21<sup>st</sup> day of March, 2023.



*Mark S. Manguno*

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

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE E3 Construction Corp. dba Master Craft Builders  
473 Hwy 145 South, Booneville, MS 38829

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  
P. O. Box 1485, 71 East Troy Street, Tupelo, MS 38802-1485

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 Fairpark Restroom Pavilion Pryor Morrow PN#2022507

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 21st day of March, 2023

[Signature]  
(Witness)

E3 Construction Corp. dba Master Craft Builders  
(Principal) (Seal)  
By: [Signature] Owens  
(Title)

[Signature]  
(Witness)



The Gray Casualty & Surety Company  
(Surety) (Seal)  
By: [Signature] Fielden Mitts  
Attorney-in-Fact (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: Fielden Mitts**  
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: E3 Construction Corp. dba Master Craft Builders  
Obligee: City of Tupelo


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

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

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

**IN WITNESS WHEREOF**, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.

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


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



State of Louisiana  
ss:

Parish of Jefferson  
On this 12<sup>th</sup> 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, 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 21st day of March, 2023.



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



# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

**E3 CONSTRUCTION CORP  
MASTER CRAFT BUILDERS  
194 CR 598**

**PLANTERSVILLE, MS 38862**

**is duly registered and entitled to perform**

**BUILDING CONSTRUCTION**



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 17 day of Jun., 2022*

**CERTIFICATE OF RESPONSIBILITY**

**No. 23861-MC**

**Expires Jun. 17, 2023**

*Joel Q. Canale,*

**CHAIRMAN OF THE BOARD**

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13**

**BID FORM**

Tuesday, March 21, 2023

Certificate of Responsibility Number: 02738-MC

Proposal of: C I G CONTRACTORS, INC.

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 2-24-23 Pages: 2 Addendum No. 2 Date 3-16-23 Pages: 5

Addendum No.     Date            Pages:     Addendum No.     Date            Pages:    

Addendum No.     Date            Pages:     Addendum No.     Date            Pages:    

**PRE-BID CONFERENCE REMINDER RECEIVED**  
Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

Six Hundred Seventy Thousand DOLLARS (\$ 670,000<sup>00</sup>)

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

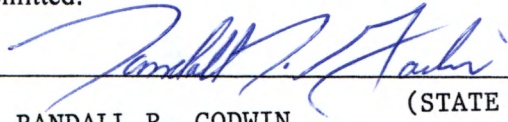
**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 20 % for changes that add to, or increase, the scope of work and 10 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:   
(STATE OF MISSISSIPPI )

Print Name: RANDALL R. GODWIN

Title: PRESIDENT

Address: 2072 SOUTH TAET STREET CORINTH, MS. 38834  
(662) 287-8079 russell.stewart@cigcontractors.com

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 41 13**

**BID FORM**

Tuesday, March 21, 2023

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The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
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Six Hundred Seventy Thousand DOLLARS (\$ 670,000<sup>00</sup>)

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

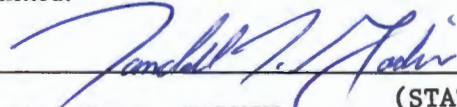
2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

20

percentage fee. The undersigned proposed a fixed percentage fee of 20% for changes that add to, or increase, the scope of work and 10% for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:   
 Print Name: RANDALL R. GODWIN (STATE OF MISSISSIPPI )  
 Title: PRESIDENT  
 Address: 2072 SOUTH TAET STREET CORINTH, MS. 38834  
(662) 287-8079 russell.stewart@cigcontractors.com

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

**BID BOND**

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

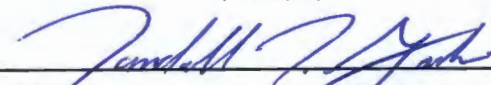
KNOWN ALL BY THESE PRESENTS, That we, C I G Contractors, Inc.,  
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto The City of Tupelo, Todd Jordan, Mayor, 71 East Troy St., Tupelo, MS 38804, as  
Obligee, in the sum of Five Percent of Bid  
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 The City of Tupelo  
Fairpark Restroom Pavilion, 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 21st day of March, 2023.

C I G Contractors, Inc.  
(Principal)

By:   
RANDALL R. GODWIN PRESIDENT

Travelers Casualty and Surety Company of America

By:   
Ricky E. 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 RICKY E 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: [Signature] 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



[Signature] 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 21st day of March, 2023



[Signature] 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.

**BID BOND**

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

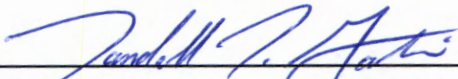
KNOWN ALL BY THESE PRESENTS, That we, C I G Contractors, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto The City of Tupelo, Todd Jordan, Mayor, 71 East Troy St., Tupelo, MS 38804, as Obligee, in the sum of Five Percent of Bid Dollars ( 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 The City of Tupelo Fairpark Restroom Pavilion, Tupelo, MS ("Project").

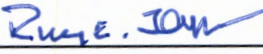
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; 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 21st day of March, 2023.

C I G Contractors, Inc.  
(Principal)

By:   
RANDALL R. GODWIN PRESIDENT

Travelers Casualty and Surety Company of America

By:   
Ricky E. 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 **RICKY E 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 **21st** day of **March**, 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.**



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, March 7, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, March 7, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Dimple Patel, Leslie Nabors, Stephanie Browning, 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 2:03 p.m.

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

Stephanie Browning moved that the minutes from January 10, 2023 be approved as presented. Leslie Nabors seconded the motion. All voting aye, the motion carried.

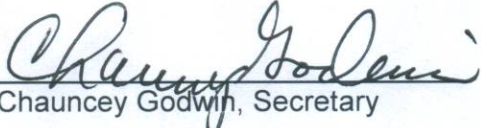
Kim Hanna presented the financial report.

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

Chauncey Godwin moved that a funding request from the Tupelo Elvis Festival for an additional \$10,000 in support of the 25<sup>th</sup> anniversary be approved. Stephanie Browning seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:33 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Neal McCoy, Executive Director



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE** 04 April 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF SUBMISSION OF FIREHOUSE SUBS GRA  
FOR BALLISTIC VESTS – AC

---

**Request:** Seeking the Council’s approval for the submission of the Firehouse Subs Public Safety Foundation grant application for the Fire Department.

**Agency:** Firehouse Subs Foundation

**Grant:** Firehouse Subs Public Safety Foundation grant

**Amount:** Approximately \$20,000

**Match:** None

**Submission Deadline:** 06 April 2023

**Overview:** This funding will be used to purchase ballistic vests for the fire department.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, LT. COL. LUKE  
WEATHERS, JR. VA MEDICAL CENTER  
AND  
TUPELO POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Lt. Col. Luke Weathers, Jr. VA Medical Center (VA Police Department) and the Tupelo Police Department ("TPD") hereinafter referred to as "parties."

**1. PURPOSE.** To establish general working relationships between the Lt. Col. Luke Weathers, Jr VA Medical Center Police Department and Tupelo Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at the Tupelo VA Community Based Outpatient Clinic, located at 1114 Commonwealth Blvd., Tupelo, MS 38804

**2. REFERENCES.**

- a) VA Directive 0730, Security and Law Enforcement, 12 December 2012
- b) VA Handbook 0730, Security and Law Enforcement, 11 August 2000
- c) VA Police Department Officers are granted police authority to charge and arrest for violations of Federal Laws and regulations promulgated under the authority of sections 901 and 902 of Title 38, United States Code and Implemented by 1.218 of Title 38, Code of Federal Regulations.

**3. GENERAL.**

- a. Memphis VAMC, also known as Lt. Col. Luke Weathers, Jr., VA Medical Center, located in the City of Memphis, VAMC provides primary, specialty, and extended care to Veterans throughout Shelby County. The mission of the LT. Col. Luke Weathers, Jr., VAMC is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.
- b. The Lt. Col. Luke Weathers, Jr. VAMC has concurrent jurisdiction with the Federal Government over Lt. Col. Luke Weathers, Jr., VAMC properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and State Laws with VA Police on Lt. Col. Luke Weathers, Jr. VAMC properties. Tupelo VA Community Based Outpatient Clinic (CBOC).

#### 4. RESPONSIBILITIES.

a. The Tupelo Police Service will:

- (1) Maintain law and order and enforce Federal and state laws and VA regulations at the Tupelo VA Community Based Outpatient Clinic, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.
- (2) Provide primary initial response to all incidents or emergency situations at the Tupelo VA Community Based Outpatient Clinic (CBOC).

b. Tupelo Police Department will:

(1) Respond to Tupelo VA Community Based Outpatient Clinic (CBOC), Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

- (A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
  - (B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.
  - (C) Vehicle accident investigations, which may result in non-injuries, or death involving the VA Police patrol vehicles.
  - (D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.
- (2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.
  - (3) Aid in the transportation of prisoner(s) who have been arrested at the Helena VA Community Based Outpatient Clinic (CBOC) on occasions when there are only two VA police officers on duty.
  - (4) Authorize access to and use of Tupelo Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and

that the process of reprogramming VA radios would be at no cost to the Tupelo Police Department.

- (5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Tupelo Police Department may provide investigative assistance to Tupelo VA Community Based Outpatient Clinic VA Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.
- (6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

## **5. ACCEPTANCE & RATIFICATION**

- a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.
- b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.
- d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

**FOR DEPARTMENT OF VETERANS AFFAIRS Lt. Col. Luke Weathers, Jr. VAMC**

*Chester W. Mitchell*

2/14/2023

Chester Mitchell  
Chief of Police, U.S. Dept. Veterans Affairs  
Lt. Col. Luke Weathers, Jr. VAMC

Date

*Joseph P. Vaughn*

Digitally signed by JOSEPH  
VAUGHN  
Date: 2023.02.14 15:50:50 -06'00'

02/14/2023

Joseph Vaughn  
Director, Lt. Col. Luke Weathers, Jr. VAMC

Date

**FOR TUPELO POLICE DEPARTMENT**

*John Quaka*

3/16/23

John Quaka  
Chief of Police, Tupelo  
Police Department

Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief of Police  
**DATE:** March 24, 2023  
**SUBJECT:** IN THE MATTER OF REQUEST TO RETIRE K9 ENZO **JQ**

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**Request:**

Please accept this request to remove from assets and to retire K9 Enzo.





292  
Tupelo Police Department  
Chief John Quaka

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To: City Council Members  
From: Chief John Quaka  
Subject: Surplus  
CC: Mayor Jordan, COO Lewis  
Date: March 24, 2023

Please accept this letter as request to declare surplus and retire Tupelo Police Canine Enzo. Attached you will find medical records stating that Canine Enzo can no longer effectively perform his duties. It is for this reason that the Tupelo Police Department is requesting to retire Canine Enzo, to be removed from assets and to be released to his handler Sergeant Mike Ray for the remainder of his days.

Thank you for your consideration.

A handwritten signature in blue ink that reads "John Quaka".

John Quaka  
Chief of Police



**TUPELO POLICE DEPT  
400 FRONT ST.  
Tupelo, MS**



Date: March 22, 2023

To: Chief John Quaka  
CC: Deputy Chief Anthony Hill

Subj: Retirement Request/Asset Transfer

Sirs,

Please accept this letter as a formal request to retire Canine Enzo. Enzo is approximately 9 years old and has been in service with the City of Tupelo for over 7 years with the same handler.

In 2022 it was discovered during a routine visit that his teeth, specifically his canine teeth, were wearing down significantly. The latest exam shows further wear to the point the veterinarian and his handlers feel he may no longer be able to hold a bite and he is already having issues with this in a sterile training environment. This presents a safety issue for officers and a liability issue for the city. For this reason he was recently temporarily moved to detection only pending retirement. Due to his age and condition we request to retire this canine and allow transfer of this asset to his handler Sgt. Mike Ray pending city approval.

Please see accompanying medical evaluation from his veterinarian to support this request. Thank you in advance for your consideration.

Respectfully,

Capt. Sam Bell  
Special Operations

Gretchen Ganas, DVM

All Animal Hospital

March 22, 2023

To Whom It May Concern;

As K9 Enzo's primary care veterinarian, I have noticed recent health developments that are concerning. During a routine wellness visit, it was noted that Enzo's canine teeth were significantly worn and discolored; especially the lower left canine tooth. It was discussed at that time that without a synthetic cap, Enzo's ability to bite and hold a bite might be affected. It is my understanding that due to Enzo's advanced age of 9 years, aggressive and expensive treatment of the teeth would not be pursued.

According to his handler and training partners, Enzo has worn his teeth down significantly more in a short time frame and is no longer able to hold an effective bite when engaged. Although Enzo's other abilities seem to be intact, I am concerned that continuing him as a working K9 will lead to significant consequences. Without the ability to bite effectively, even in a detection only situation, if the encounter escalates and Enzo is needed for protection, he will be seriously ineffective in protecting himself or his human partner.

Enzo also shows signs of his age in being less agile in his rear limbs with a mild degree of muscle wasting. He will likely progress to being reluctant to jump in and out of vehicles, maneuver in certain detection circumstances, or run for long periods of time.

Due to these aging processes, it is my professional opinion that Enzo be medically retired as a working K9, and allowed to enjoy his senior years as a loved pet.

Respectfully,

Gretchen Ganas, DVM

## **K-9 Enzo**

Sgt. Mike Ray and K9 Enzo began their career together nearly 7 years ago. Sgt. Ray began the K9 testing process and selected Enzo at Vohne Liche Kennels in Indiana. They began their training together attending the MLEOA Basic K9 Handler School and graduated 10 weeks later.

The two had a very successful career together receiving multiple awards in various competitions. K9 Enzo was the reigning Hard Dog Fast Dog Champion in the MLEOA competitions for several years winning first place a total of 7 times and received a total of 14 awards with 8 first place wins in various categories.

Together Sgt. Ray and K9 Enzo were involved with numerous high risk deployments searching for violent criminals and were a part of many illegal narcotics seizures. K9 Enzo had over 200 street deployments during his career and was utilized in nearly 400 vehicle sniffs. He was utilized during the search for over 25 felony suspects involving violent offenses. He also conducted many school sweeps in the Tupelo School District and neighboring school systems in efforts to keep the public school systems safe. He was utilized in public demonstrations for children and local youth programs as well.

During K9 Enzo's career he had several highlighted achievements which include: A vehicle sniff that resulted in the seizure of approximately 100 pounds of illegal narcotics, tracking and apprehending multiple armed robbery suspects, played a significant role in a lengthy track and apprehension of a murder suspect who had been on the run for two weeks resulting in a department commendation.

K9 Enzo will now live out his life in retirement at his home with his faithful partner Sgt. Mike Ray.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE** March 28, 2023  
**SUBJECT:** IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT **JQ**

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**Request:**

Please accept this letter of request to surplus Jon Bramble's duty weapon (Glock Model 45, 9mm) serial number BKLR969 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

March 8, 2023

Chief John Quaka  
Tupelo Police Department  
400 N Front St  
Tupelo MS 38804

Dear Chief Quaka,

I would like to extend my appreciation to Tupelo P.D. for allowing me to lead for the past 25 years. I have gained vast knowledge, experience, and leadership skills over the past 25 years. The support, training and integrity of the Tupelo Police Department will always be remembered.

At this time please be informed that I am retiring my position as Captain of Support Services for the Tupelo Police Department, said retirement will be effective April 7<sup>th</sup>, 2023. I am looking forward to the next segment of my life's journey.

It has been an honor and a privilege to serve the community and its citizens. As I conclude my 25 years, I am grateful for the opportunity to have worked alongside likeminded officers at the department whose ongoing commitment to public safety has never compromised.

Sincerely,



Captain Jon Bramble



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, City Engineer

**DATE** March 24, 2023

**SUBJECT:** IN THE MATTER OF REJECTION OF BIDS FOR PROJECT # 2023-015MT TUPELO  
MAIN STREET FAIRPARK IMPROVEMENTS **DRB**

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**Request: DRB**

Request to reject the bids for Project No. 2023-015 MT. Bids were opened on March 17, 2023. Engineer's Estimate was for \$757, 319.80. Low bid was for \$1,158,910.05, which was 53.0% above the Engineer's Estimate.

March 23, 2023

T22-465

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804  
Attention: Dennis Bonds

**RE: TUPELO MAIN STREET FAIRPARK IMPROVEMENTS**

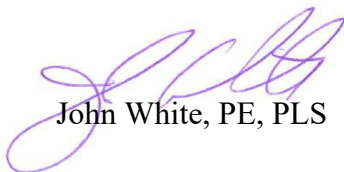
Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that Phillips Contracting Company, Inc. of Columbus, MS, submitted the lowest bid in the amount of \$1,158,886.80.

The Engineer's estimate was \$635,162.85.

Those in attendance at the bid opening were:

John White	Engineering Solutions, Inc.
Tanner McDonald	TM Productions LLC
Dominique McDonald	TM Productions
Allen Tatum	Phillips Contracting Co., Inc
Chance Betts	Century Construction
Randle Boyd	J.M. Duncan
Jennifer Shumpert	City of Tupelo
Stephen Reed	City of Tupelo
Ben Logan	City of Tupelo
Dennis Bonds	City of Tupelo



John White, PE, PLS



TABULATION OF BIDS  
 Tupelo Main Street Fairpark Improvements  
 City of Tupelo, MS  
 Project No. T22-465

BIDS RECEIVED March 17, 2023 @ 10:00 am		Engineer Estimate		Phillips Contracting Company, Inc. Columbus, MS		JM Duncan Inc. Ripley, MS		Century Construction Tupelo, MS		Gregory Construction			
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Clearing & Grubbing	1.00	LS	\$15,000.00	\$15,000.00	\$70,000.00	\$70,000.00	\$40,000.00	\$40,000.00	\$290,000.00	\$290,000.00	\$69,000.00	\$69,000.00
2	Removal of Concrete & Sidewalk	300.00	SY	\$15.00	\$4,500.00	\$32.00	\$9,600.00	\$30.00	\$9,000.00	\$45.00	\$13,500.00	\$21.00	\$6,300.00
3	Removal of Asphalt Pavement	550.00	SY	\$15.00	\$8,250.00	\$18.00	\$9,900.00	\$40.00	\$22,000.00	\$25.00	\$13,750.00	\$25.00	\$13,750.00
4	Removal of Curb (All Types)	1,970.00	LF	\$15.00	\$29,550.00	\$15.00	\$29,550.00	\$30.00	\$59,100.00	\$20.00	\$39,400.00	\$12.00	\$23,640.00
5	Removal of Trees	35.00	EA	\$600.00	\$21,000.00	\$200.00	\$7,000.00	\$200.00	\$7,000.00	\$550.00	\$19,250.00	\$290.00	\$10,150.00
6	Removal of Stripe	8,588.00	LF	\$1.00	\$8,588.00	\$8.90	\$76,433.20	\$8.75	\$75,145.00	\$8.40	\$72,139.20	\$10.00	\$85,880.00
7	Removal of Legend	1,744.00	SF	\$5.00	\$8,720.00	\$8.90	\$15,521.60	\$8.75	\$15,260.00	\$8.40	\$14,649.60	\$10.00	\$17,440.00
8	Removal of Sign	4.00	EA	\$200.00	\$800.00	\$240.00	\$960.00	\$235.00	\$940.00	\$250.00	\$1,000.00	\$270.00	\$1,080.00
9	Inlet Modification	7.00	EA	\$2,500.00	\$17,500.00	\$4,000.00	\$28,000.00	\$3,000.00	\$21,000.00	\$5,000.00	\$35,000.00	\$6,600.00	\$46,200.00
10	Crushed Stone Base	125.00	CY	\$100.00	\$12,500.00	\$180.00	\$22,500.00	\$125.00	\$15,625.00	\$235.00	\$29,375.00	\$250.00	\$31,250.00
11	Geotextile Fabric	500.00	SY	\$3.50	\$1,750.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.25	\$2,625.00	\$22.00	\$11,000.00
12	Hot Mix Asphalt, MT, 12.5-MM Mixture	55.00	TON	\$230.00	\$12,650.00	\$385.00	\$21,175.00	\$325.00	\$17,875.00	\$375.00	\$20,625.00	\$420.00	\$23,100.00
13	Hot Mix Asphalt, MT, 19-MM Mixture	140.00	TON	\$230.00	\$32,200.00	\$241.00	\$33,740.00	\$300.00	\$42,000.00	\$235.00	\$32,900.00	\$260.00	\$36,400.00
14	Hot Mix Asphalt, MT, 9.5-MM Mixture	40.00	TON	\$230.00	\$9,200.00	\$464.00	\$18,560.00	\$325.00	\$13,000.00	\$455.00	\$18,200.00	\$510.00	\$20,400.00
15	Micro-Surfacing	9,300.00	SY	\$3.50	\$32,550.00	\$11.81	\$109,833.00	\$17.25	\$160,425.00	\$12.00	\$111,600.00	\$24.00	\$223,200.00
16	Stamped & Colored Asphalt Crosswalk	120.00	SY	\$100.00	\$12,000.00	\$85.00	\$10,200.00	\$115.00	\$13,800.00	\$100.00	\$12,000.00	\$93.00	\$11,160.00
17	Concrete Sidewalk	325.00	SY	\$80.00	\$26,000.00	\$155.00	\$50,375.00	\$150.00	\$48,750.00	\$105.00	\$34,125.00	\$137.00	\$44,525.00
18	Concrete Curb & Gutter	2,428.00	LF	\$30.00	\$72,840.00	\$60.50	\$146,894.00	\$45.00	\$109,260.00	\$40.00	\$97,120.00	\$41.00	\$99,548.00
19	15" RCP	12.00	LF	\$75.00	\$900.00	\$450.00	\$5,400.00	\$300.00	\$3,600.00	\$455.00	\$5,460.00	\$1,400.00	\$16,800.00
20	18" RCP	18.00	LF	\$75.00	\$1,350.00	\$475.00	\$8,550.00	\$250.00	\$4,500.00	\$360.00	\$6,480.00	\$540.00	\$9,720.00
21	SS-3 Inlet	12.00	EA	\$3,500.00	\$42,000.00	\$5,600.00	\$67,200.00	\$8,000.00	\$96,000.00	\$13,400.00	\$160,800.00	\$12,000.00	\$144,000.00
22	Junction Box	2.00	EA	\$3,000.00	\$6,000.00	\$4,050.00	\$8,100.00	\$8,000.00	\$16,000.00	\$14,000.00	\$28,000.00	\$8,900.00	\$17,800.00
23	Adjustment of Utility Appurtenance	2.00	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$10,000.00	\$20,000.00	\$1,100.00	\$2,200.00
24	Detectable Warning	15.00	EA	\$700.00	\$10,500.00	\$800.00	\$12,000.00	\$1,600.00	\$24,000.00	\$300.00	\$4,500.00	\$750.00	\$11,250.00
25	Temporary Traffic Stripe, Skip Yellow	612.00	LF	\$0.35	\$214.20	\$0.60	\$367.20	\$0.60	\$367.20	\$0.60	\$367.20	\$0.70	\$428.40
26	Temporary Traffic Stripe, Skip White	1,550.00	LF	\$0.35	\$542.50	\$0.60	\$930.00	\$0.60	\$930.00	\$0.60	\$930.00	\$0.70	\$1,085.00
27	Temporary Traffic Stripe, Continuous Yellow	612.00	LF	\$0.35	\$214.20	\$0.60	\$367.20	\$0.60	\$367.20	\$0.60	\$367.20	\$0.70	\$428.40
28	Temporary Detail Stripe, Detail White	10,226.00	LF	\$0.35	\$3,579.10	\$0.60	\$6,135.60	\$0.60	\$6,135.60	\$0.60	\$6,135.60	\$0.70	\$7,158.20
29	Temporary Detail Stripe, Detail Yellow	4,176.00	LF	\$0.35	\$1,461.60	\$0.60	\$2,505.60	\$0.60	\$2,505.60	\$0.60	\$2,505.60	\$0.70	\$2,923.20
30	Temporary Legend White	3,488.00	SF	\$3.00	\$10,464.00	\$2.40	\$8,371.20	\$2.35	\$8,196.80	\$2.45	\$8,545.60	\$3.00	\$10,464.00
31	6" Thermoplastic Traffic Stripe, Skip Yellow	306.00	LF	\$1.00	\$306.00	\$3.55	\$1,086.30	\$3.50	\$1,071.00	\$3.65	\$1,116.90	\$4.00	\$1,224.00
32	6" Thermoplastic Traffic Stripe, Skip White	775.00	LF	\$1.00	\$775.00	\$3.55	\$2,751.25	\$3.50	\$2,712.50	\$3.65	\$2,828.75	\$4.00	\$3,100.00
33	6" Thermoplastic Traffic Stripe, Continuous Yellow	306.00	LF	\$1.25	\$382.50	\$3.55	\$1,086.30	\$3.50	\$1,071.00	\$3.65	\$1,116.90	\$4.00	\$1,224.00
34	6" Thermoplastic Detail Stripe, Detail White	5,113.00	LF	\$2.75	\$14,060.75	\$3.55	\$18,151.15	\$3.50	\$17,895.50	\$3.65	\$18,662.45	\$4.00	\$20,452.00
35	6" Thermoplastic Detail Stripe, Detail Yellow	2,088.00	LF	\$2.75	\$5,742.00	\$3.55	\$7,412.40	\$3.50	\$7,308.00	\$3.65	\$7,621.20	\$4.00	\$8,352.00
36	Thermoplastic Legend, White	1,774.00	SF	\$12.00	\$21,288.00	\$10.70	\$18,981.80	\$10.50	\$18,627.00	\$11.00	\$19,514.00	\$12.00	\$21,288.00
37	Red-Clear Reflective Raised Markers	44.00	EA	\$10.00	\$440.00	\$24.00	\$1,056.00	\$23.50	\$1,034.00	\$24.50	\$1,078.00	\$27.00	\$1,188.00
38	Two-Way Yellow Reflective Markers	8.00	EA	\$10.00	\$80.00	\$24.00	\$192.00	\$23.50	\$188.00	\$24.50	\$196.00	\$27.00	\$216.00
39	Traffic Signs	18.00	EA	\$400.00	\$7,200.00	\$415.00	\$7,470.00	\$410.00	\$7,380.00	\$425.00	\$7,650.00	\$480.00	\$8,640.00
40	Maintenance of Traffic	1.00	LS	\$35,000.00	\$35,000.00	\$68,000.00	\$68,000.00	\$80,000.00	\$80,000.00	\$125,000.00	\$125,000.00	\$220,000.00	\$220,000.00
41	Additional Construction Signs	1.00	SF	\$10.00	\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$10.00	\$10.00	\$14.00	\$14.00
42	Standard Roadside Construction Signs	26.00	EA	\$200.00	\$5,200.00	\$285.00	\$7,410.00	\$280.00	\$7,280.00	\$295.00	\$7,670.00	\$330.00	\$8,580.00
43	Barricades, Type III, Double Faced	2.00	EA	\$500.00	\$1,000.00	\$427.00	\$854.00	\$420.00	\$840.00	\$440.00	\$880.00	\$490.00	\$980.00
44	Removal of Existing Signal Foundation	1.00	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
45	Mobilization	1.00	LS	\$50,000.00	\$50,000.00	\$114,000.00	\$114,000.00	\$90,000.00	\$90,000.00	\$150,000.00	\$150,000.00	\$173,000.00	\$173,000.00
46	Tree Planting, Tulip Tree	15.00	EA	\$400.00	\$6,000.00	\$690.00	\$10,350.00	\$720.00	\$10,800.00	\$610.00	\$9,150.00	\$360.00	\$5,400.00
47	Tree Planting, Overcup Oak	4.00	EA	\$400.00	\$1,600.00	\$690.00	\$2,760.00	\$720.00	\$2,880.00	\$610.00	\$2,440.00	\$340.00	\$1,360.00
48	Quercus nuttallii / Nuttall Oak	4.00	EA	\$400.00	\$1,600.00	\$690.00	\$2,760.00	\$720.00	\$2,880.00	\$610.00	\$2,440.00	\$340.00	\$1,360.00
49	Tree Planting, Shumard Red Oak	4.00	EA	\$400.00	\$1,600.00	\$690.00	\$2,760.00	\$720.00	\$2,880.00	\$610.00	\$2,440.00	\$410.00	\$1,640.00
50	Shrub Planting, Autumn Ivory Azalea	175.00	EA	\$50.00	\$8,750.00	\$55.00	\$9,625.00	\$55.00	\$9,625.00	\$26.25	\$4,593.75	\$41.00	\$7,175.00
51	Shrub Planting, Green Velvet Boxwood	241.00	EA	\$50.00	\$12,050.00	\$50.00	\$12,050.00	\$50.00	\$12,050.00	\$26.25	\$6,326.25	\$48.00	\$11,568.00
52	Shrub Planting, Shishi Gashira Camellia	75.00	EA	\$50.00	\$3,750.00	\$75.00	\$5,625.00	\$75.00	\$5,625.00	\$26.25	\$1,968.75	\$69.00	\$5,175.00
53	Shrub Planting, Parsons Juniper	71.00	EA	\$50.00	\$3,550.00	\$41.50	\$2,946.50	\$40.00	\$2,840.00	\$26.25	\$1,863.75	\$34.00	\$2,414.00
54	Shrub Planting, Dwarf Japanese Garden Juniper	103.00	EA	\$50.00	\$5,150.00	\$41.50	\$4,274.50	\$40.00	\$4,120.00	\$26.25	\$2,703.75	\$34.00	\$3,502.00
55	Shrub Planting, Adagio Maiden Grass	108.00	EA	\$50.00	\$5,400.00	\$41.50	\$4,482.00	\$40.00	\$4,320.00	\$26.25	\$2,835.00	\$29.00	\$3,132.00
56	Shrub Planting, Moudry Fountain Grass	86.00	EA	\$50.00	\$4,300.00	\$45.00	\$3,870.00	\$45.00	\$3,870.00	\$26.25	\$2,257.50	\$29.00	\$2,494.00
57	Shrub Planting, Coral Drift Rose	153.00	EA	\$50.00	\$7,650.00	\$55.00	\$8,415.00	\$55.00	\$8,415.00	\$26.25	\$4,016.25	\$38.00	\$5,814.00
58	Shrub Planting, Little Business Daylily	240.00	EA	\$30.00	\$7,200.00	\$45.00	\$10,800.00	\$45.00	\$10,800.00	\$26.25	\$6,300.00	\$14.00	\$3,360.00
59	Ground Cover Planting, Bermuda Grass	255.00	SY	\$11.00	\$2,805.00	\$9.40	\$2,397.00	\$12.00	\$3,060.00	\$8.00	\$2,040.00	\$7.00	\$1,785.00
60	Bed Preparation	9,160.00	SF	\$0.75	\$6,870.00	\$2.10	\$19,236.00	\$2.00	\$18,320.00	\$1.75	\$16,030.00	\$8.00	\$73,280.00
61	Straw Mulch, Pine Needle	9,160.00	SF	\$0.50	\$4,580.00	\$1.90	\$17,404.00	\$2.00	\$18,320.00	\$0.50	\$4,580.00	\$0.50	\$4,580.00

Total Base Bid \$635,162.85 \$1,158,886.80 \$1,193,506.40 \$1,526,679.20 \$1,603,077.20



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 4, 2023

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE MAJOR SITE PLAN REVISION  
FOR LAKEFRONT GARDENS DUPLEX DEVELOPMENT TN

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**Request:**

Review and approve Application FLEX23-01.

FLEX23-01

# FLEXIBLE USE APPLICATION CITY OF TUPELO

Department of Development Services  
PO Box 1485, Tupelo, MS 38802-1485  
Phone (662) 841-6510 FAX (662) 841-6550  
<http://www.tupeloms.gov/developmentservices>

As owner, agent, or attorney (indicate which) it is requested that the property located in Tupelo, Mississippi, described as follows:

1030 S. VETERANS 11ZE-04-001-00 11ZE-04-002-01

be considered for a Flexible Use Permit under Section 12.12 of the Tupelo Development Code, to allow:

ADDING ONE MORE DUPLEX ON SITE REQUIRING REVISION OF A MAJOR SITE PLAN (SECTION 12.12.16)

APPROVED BY FLEX 20-02 (6-1-20)


This property is zoned MUCC

Attached and made a part of the application are the following:

1. Plat of the property sought to be considered, 8 1/2 x 11 inches in size, to scale, showing dimensions thereof and width of any street contiguous thereto.
2. Application fee of \$100.00.
3. Any other information in support of your application.

I hereby certify that all of the above information is true and correct and that I have received or retained a copy of this application. I understand that if I or my representative does not attend the meeting, the application could be tabled or denied.

DATE 2/28/23 NAME MARK SUMMERS

DAY PHONE NUMBER 662-231-6638 Signature 

Mailing Address 1030 S. VETERANS BLVD

Email Address amanda.psummers@gmail.com

NOTES:

In support of the application you must show in detail that the proposed use:

- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
  - (b) Conforms with all special requirements applicable to the use; and
  - (c) Will not adversely affect the health or safety of the public.
4. Submit an application no later than **four weeks prior to the next meeting** of the Planning Committee which is held on the **first Monday of each month**. An application must be included on the agenda in order to be considered. **DUE TO POLICY OF PLANNING COMMITTEE NO EXCEPTIONS WILL BE MADE.**
5. Applicant must present the case at the meeting which is held at 6:00 P. M. in the City Hall Council Chambers on the second floor of 71 East Troy Street.
6. **MEETING DATE** Monday 4/3/23 6pm (Council Chambers)  
(To be completed by the person accepting the application.)

City of Tupelo  
 Planning Committee Meeting  
 April 3, 2023, 6:00 PM

**Project:** Lakefront Gardens Duplex Development

**Project Proposal Summary:** The developer has requested an additional duplex to be added to the approved site plan of FLEX20-02 which approved the renovation of two (2) existing facilities into residential duplexes and the construction of five (5) additional duplexes to the commercial property. The proposed amendment to the approved site plan includes a total of 8 duplexes.

**Planning Committee Action Required:** Flexible Use for duplex and Flexible Variance for number of units beyond 7 units/acre in zoning district. Major Site Plan review to recommend approval, approval with modifications, or denial of amendments to the approved site plan to City Council.

**Staff Recommendation:** Staff recommends approval for use and Major Site Plan.

<b>Application Number:</b>	FLEX 23-01	<b>Application Type:</b> Flexible Use, Major Site Plan
<b>Parcel Numbers:</b>	112E0400100, 112E040020	Meeting Date: April 3, 2023
<b>Applicant:</b>	Mark Summers	Owner
<b>Location:</b>	1030 South Veterans, Tupelo, MS (Includes 1028, 1022, 1024, 1026, 1030, 1038, 1036, 1034 S Veterans)	
<b>Purpose:</b>	Flexible Use Review; Major Site Plan Review	
<b>Present Zoning:</b>	Mixed Used Commercial Corridor (MUCC-2)	
<b>Existing Land Use:</b>	Duplex residential development	
<b>Size of Property:</b>	1.33 Acres	
<b>Surrounding Land Use and Zoning:</b>	Undeveloped parcel north (MDR), residentially developed and fraternal clubs south and east (MDR), commercial development west across Veterans (IND), vacant undeveloped NW of parcel (A/O)	
<b>Future Land Use:</b>	N/A	
<b>Applicable Regulations:</b>	12.12 – Flexible Use, 12.16.2 Flexibility Variance, 12.11.2. Major Site Plans (12.11.10 Continuing Validity of Site Plans	

**Driving Directions:** From the intersection of Main and 1-45, continue east along Main Street to the intersection of Main and South Veterans. Turn South on South Veterans. Parcel south of intersection of Wilson St and S. Veterans, north of intersection of Canal St. and S Veterans

**Special Information:** Major Site Plan and Flexible Use approved as part of FLEX20-02. Project construction was delayed by COVID 19 pandemic. Approved sited plans maintain validity for four years per 12.11.10, however, the proposed duplex addition requires Major Site Plan approval and associated Flexible Use and Flexible Variance approval.

## **STAFF ANALYSIS**

### **Development Code: Flexible Use (12.12.2)**

#### **12.11.2.3. Major Site Plans.**

- (1) *Criteria:* Projects that meet one or more of the following standards shall be considered major site plans if:
  - (a) They request modifications of a standard established in this Code that requires flexible use approval;
  - (b) They involve the development of any use that requires the issuance of a flexible use permit; or
  - (c) They include multi-family housing other than upper story residential units, or more than three commercial spaces.
- (2) *Approval:* Major site plans shall be reviewed by all relevant city departments and the Planning Committee. The Planning Committee shall make a recommendation to the City Council on the project. The City Council shall be the approving authority.

#### **12.11.3. Review.**

- (1) *Coordination with Compatible or Flexible Use Review:*
  - (a) Applications for compatible or flexible use permits may be submitted concurrently with a site plan. However, decisions shall be rendered with a separate motion.
  - (b) Dimensional variance requests may be proposed with site plan applications or identified during the site plan review process. Such variances will be considered according to procedures for variances, Section 12.16.

#### **12.16.2. Flexibility Variance.**

- (1) The Planning Committee may grant variances of greater than 30 percent of any regulated dimension in the following circumstances:
  - (a) If the request is found to be compatible with similar structures in the immediate vicinity, or
  - (b) Where special conditions applicable to the property in question would make the strict enforcement of the regulations impractical or result in a hardship in making reasonable use of the property; or
  - (c) Where necessary for reconstruction, rehabilitation, or restoration of structures that are individually listed or are contributing structures within an historic district; or
- (2) Where other characteristics of the proposed use of property are found to support and advance the goals of the Comprehensive Plan, to a degree that exceeds the impact of the requested variance.
- (3) Flexibility variances may be considered as part of the site plan review process but must be separately approved.
- (4) The Planning Committee may waive certain requirements when authorized to do so by provisions adopted as a part of this Code.

- (5) No variance shall be granted that would have the effect of allowing a use not permitted in Table 4.2., Permitted Use Table.

#### **12.12.2. [Flexible Use] Application Process.**

- (7) *Criteria for Approval of Compatible and Flexible Use Permits.* Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:
- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
  - (b) Conforms with all special requirements applicable to the use; and
  - (c) Will not adversely affect the health or safety of the public.

#### **Allowable Variances and Administrative Adjustments:**

Not Required – Flexible Variance require for adjustments beyond 30% permitted by Code.

Proposed addition of one duplex unit and updated Major Site Plan require additional flexible use approval for duplexes, flexible variance approval of more than 30% variance in required dimensions to permit 16 units (approximately 12 units/acre on 1.33 acres) where MDR otherwise limits number of dwelling units to 7/acre maximum.

Prior approval per FLEX20-02 permitted 12 units on the 1.33 acre development. Proposed update to Major Site Plan includes 16 dwelling units. Approximately 9.33 dwelling units permitted on 1.33 acres per Code. Flexible Variance of 58% required for approval of use and Major Site Plan.

#### **Summary Analysis and Recommendations:**

Plan Review team has completed review of the proposed site plan and all utilities, drainage, access, parking, lighting, and safety plan considerations. Site plan approved by plan review team.

Major Site Plan update includes addition of 8<sup>th</sup> duplex at the northwest corner of the property where the initial site plan proposed open space and buffering. Buffering has been relocated to maintain requirements on the western side of the development and proposed landscaping improved on the eastern buffer, see attached FLEX20-02 and FLEX23-01 site plans. Access route has been amended to provide enhanced emergency vehicle access. Proposed structures have not changed.

The addition of an 8<sup>th</sup> duplex to the property will provide benefit to the growing commercial area as well as to the housing market for the City. No negative impact to adjacent residential development or commercial development is predicted.

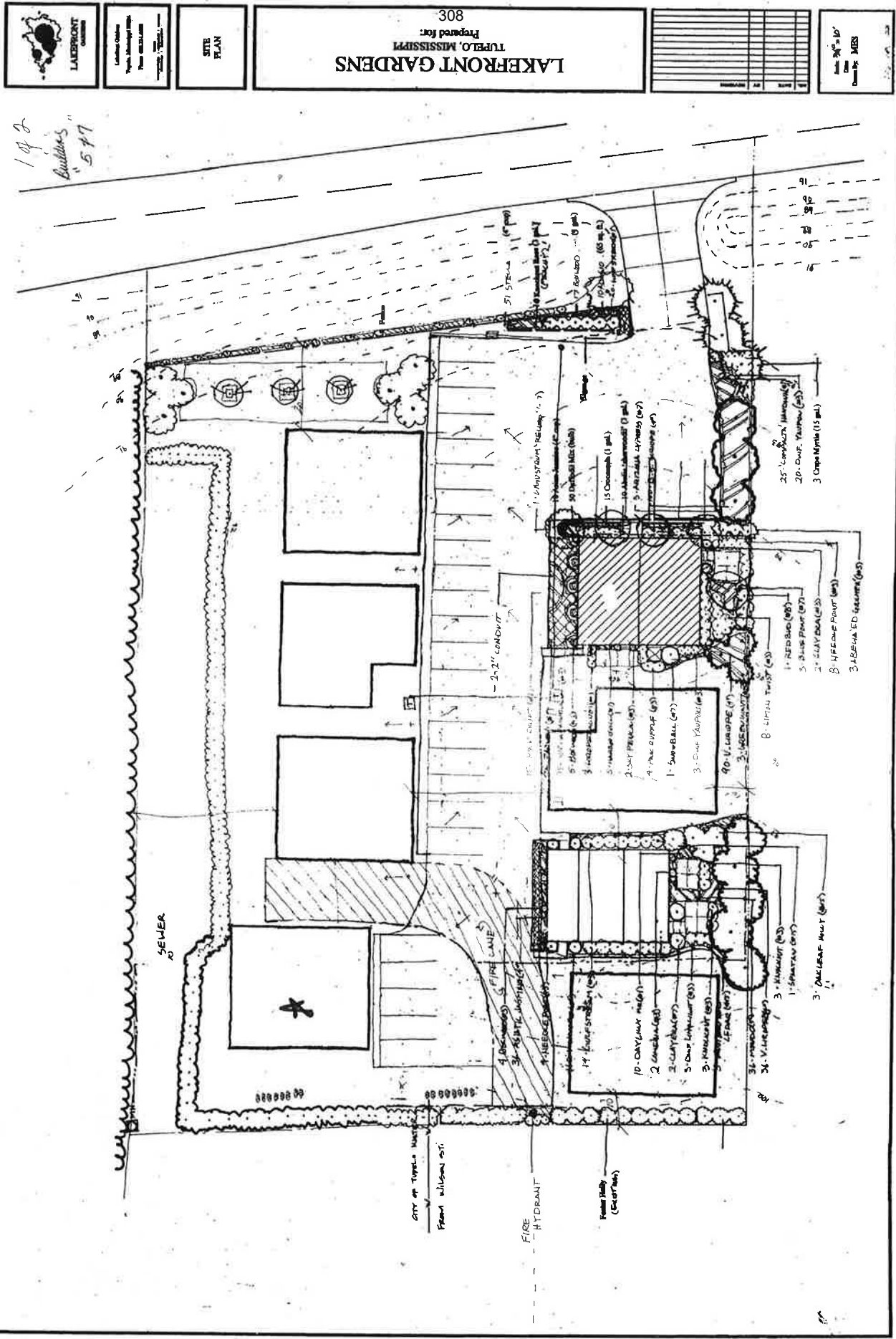
**Final Recommendation:** Approval with consideration for additional landscaping for duplex units located on the northern side of the access and parking area.

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# FLEX 23-01 - Proposed

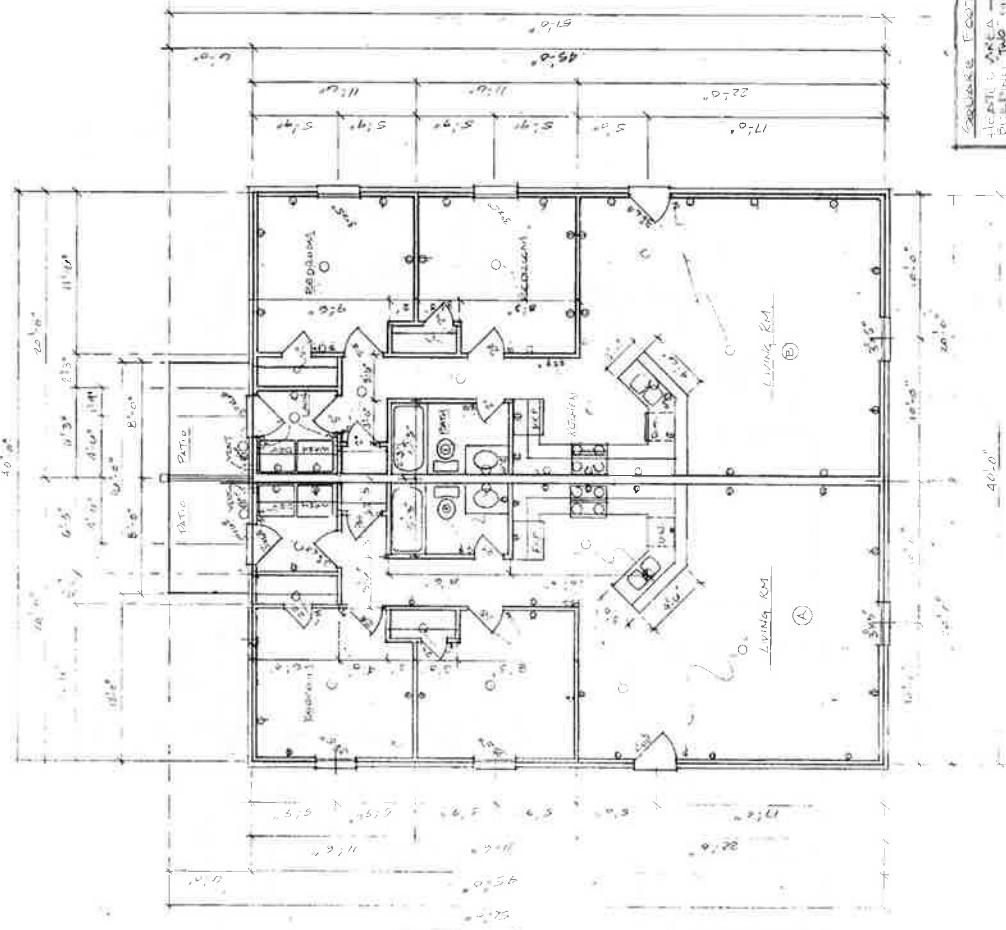
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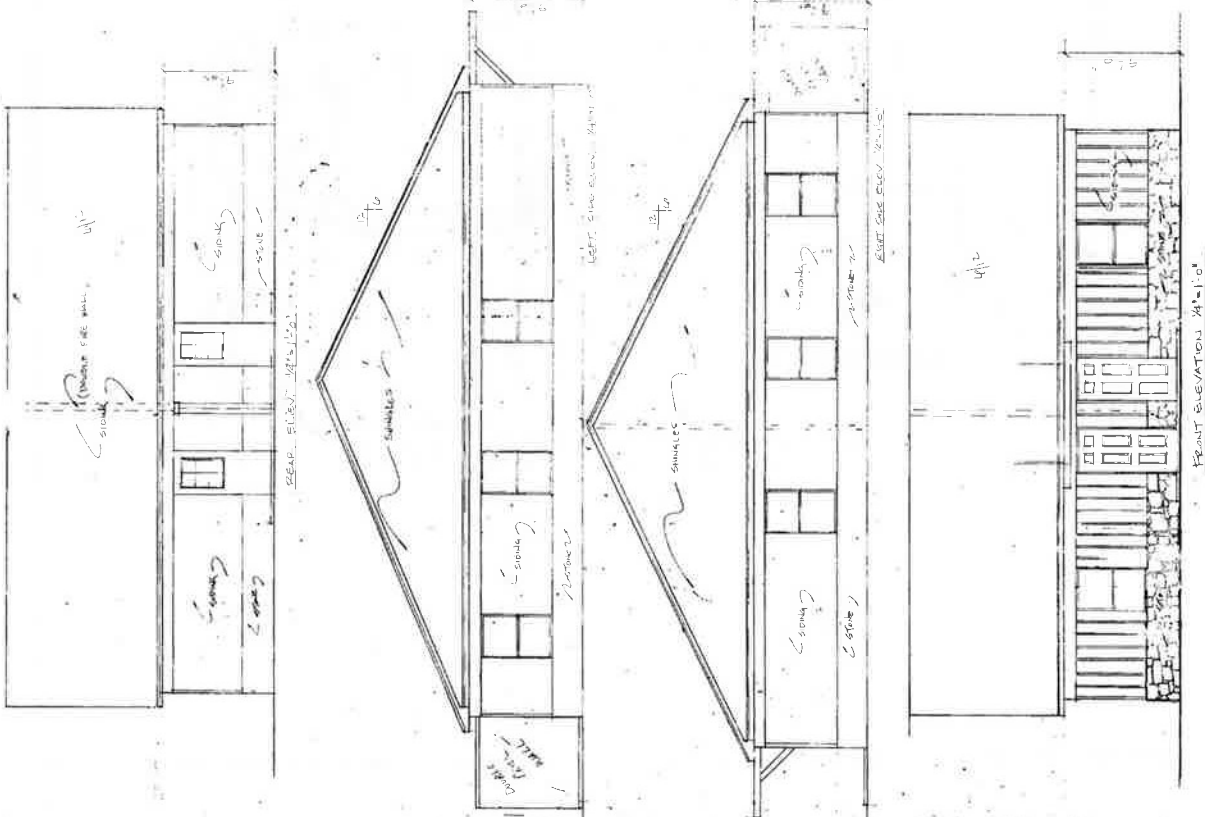
NOTES: 1. ALL DIMENSIONS IN FEET AND INCHES. 2. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE. 3. ALL WALLS TO BE 1/2" THICK UNLESS NOTED OTHERWISE. 4. ALL DOORS TO BE 3'0" WIDE UNLESS NOTED OTHERWISE. 5. ALL WINDOWS TO BE 6'0" WIDE UNLESS NOTED OTHERWISE. 6. ALL CEILING HEIGHTS TO BE 8'0" UNLESS NOTED OTHERWISE. 7. ALL FLOOR FINISHES TO BE 1/2" THICK UNLESS NOTED OTHERWISE. 8. ALL ROOF FINISHES TO BE 1/2" THICK UNLESS NOTED OTHERWISE. 9. ALL EXTERIOR FINISHES TO BE 1/2" THICK UNLESS NOTED OTHERWISE. 10. ALL INTERIOR FINISHES TO BE 1/2" THICK UNLESS NOTED OTHERWISE.

SQUARE FOOTAGE  
TOTAL AREA 1980.00  
BUILDING FOOTPRINT 1600.00  
TOTAL 1980.00  
NET 1980.00

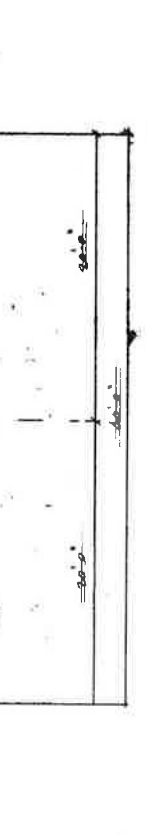
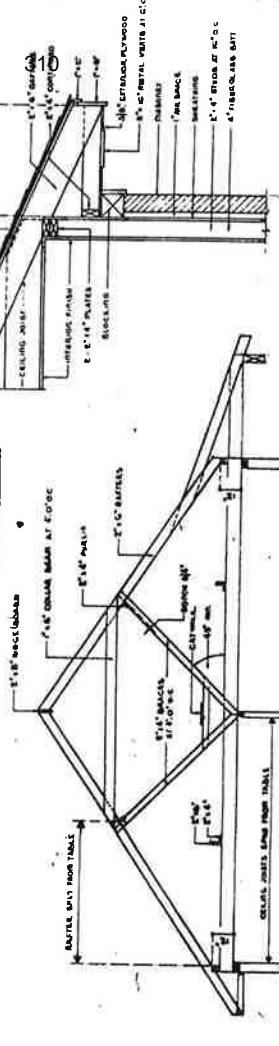
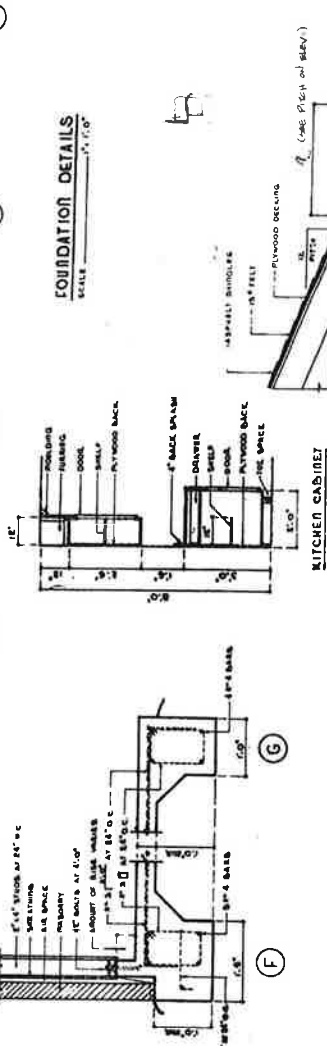
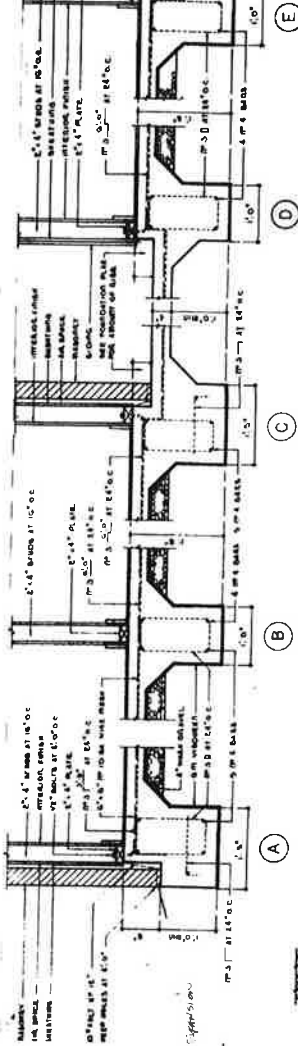
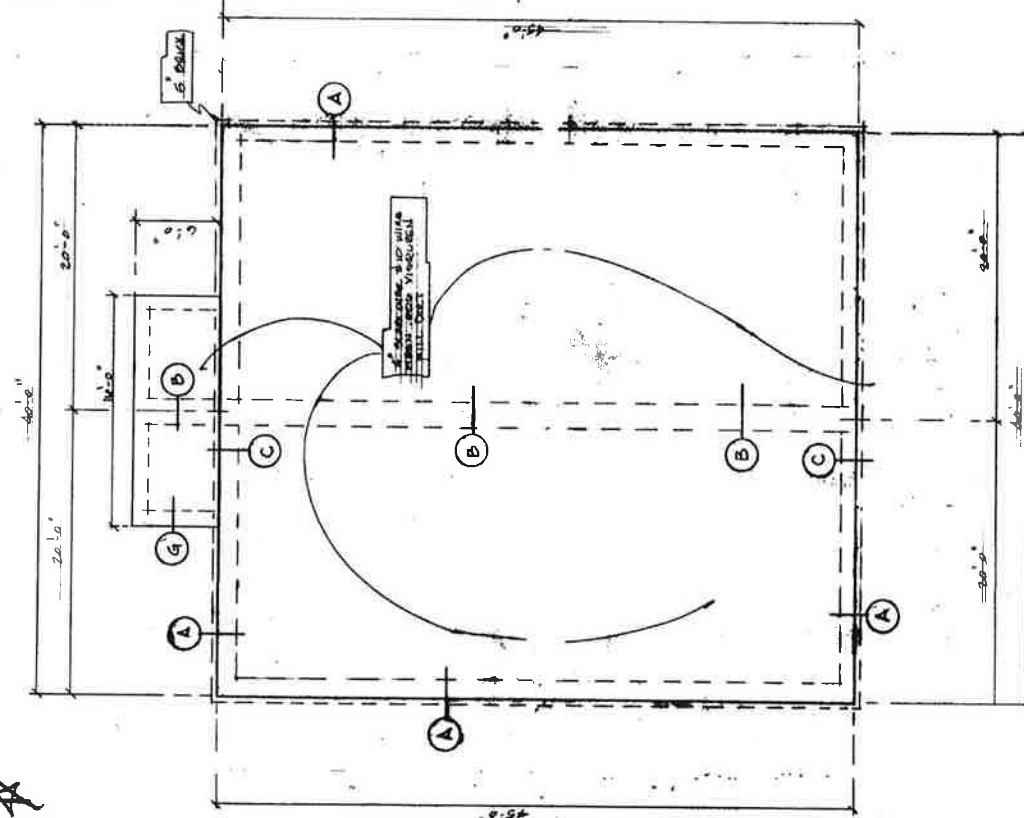
MARK SUMMERS  
11-29-2022  
REV. 12-09-2022



FLOOR PLAN 1/2" = 1'-0"  
CONSTRUCTION FIVE/SEVEN



FRONT ELEVATION 1/2" = 1'-0"



FOUNDATION PLAN 1/4" = 1'-0"  
 DIMENSIONS TO FACE / FIVE / SIXTH

FOUNDATION DETAILS 1/4" = 1'-0"  
 DIMENSIONS TO FACE / FIVE / SIXTH

FOUNDATION PLAN 1/4" = 1'-0"  
 DIMENSIONS TO FACE / FIVE / SIXTH







## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 4, 2023

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT  
APPLICATION FOR THE FEDERAL BUILDING TN

---

**Request:**

Review the attached tax abatement application submitted by Crossen Main, LCC for the restoration of the Federal Building located at 500 W. Main Street.

The tax abatement application meets the requirements for a five year abatement of city taxes on new commercial construction (excluding tax exemption for school district purposes).

CITY OF TUPELO DEPARTMENT OF DEVELOPMENT SERVICES

APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION UNDER MISS. CODE ANN. §17-21-5 (EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

Property Owner Name: CROSSEN MAIN LLC
Owner Mailing Address: 587 E PRESIDENT 38801
Property Address: 500 W Main 38804 Parcel Number: 089K-31-292-00
Name of Business: The Fed Tupelo Type of Business: Mixed Use
Total Project Cost: \$5,800,000. Number of Employees: 4

The following requirements must be met to qualify for the tax exemption program:

- 1) Identify in which District is the property located (attach map showing location of property):
[X] Central Business District (except Urban Renewal Project area designated by Tupelo City Council on December 1, 1998)
Redevelopment District
Business Improvement District
2) Attach copy of Certificate of Occupancy
3) Identify which one or more of the following objectives applicant contends is met by the new construction, renovation or improvement:
[X] Substantial renovation of, improvement to, or historic preservation of existing structure (attach statement from architect)
New building construction
Improvement of design quality above city code requirements (attach certification by Development Services staff)
Access management improvement (vehicular or pedestrian connection to adjoining properties) (attach certification by Development Services staff)
Energy efficiency improvements (document according to LEED system)

- 4) Document value of new construction, renovation or improvement to the property (*attach contractor invoices or accountant's compilation of capital costs, and before and after photographs of property*)

A brief summary of the project and attachments may also be submitted.

- 5) Describe how the new construction, renovation or improvement is for the promotion of business, commerce or industry, or for the promotion of historic preservation:

HISTORICAL TAX CREDIT PROJECT -  
COMMERCIAL + RESIDENTIAL

(additional sheets may be attached)

BW Crossin  
 Owner signature

2/16/23  
 Date

(if owner is not an individual, here identify representative capacity of individual signing, e.g., president, partner, etc.)

The following is to be completed by Department of Development Services:

- 1. Does property meet all city of Tupelo Building and Development Code regulations?

Yes  No

- 2. For new construction, is commercial property privately owned? Yes  No  N/A

- 3. Was construction, renovation or improvement completed and approved by the City of Tupelo Development Services Department no more than 180 days prior to submission of this application for ad valorem tax exemption? Yes  No

- 4. Was construction, renovation or improvement pursuant to the requirements of an approved project of the City of Tupelo for the development of the Central Business District, designated Business Improvement District, Urban Renewal District, or designated Redevelopment Districts and/or for the preservation and revitalization of Historic Preservation District. Yes  No

- 5. Was project cost (excluding property purchase price) at least \$10,000? Yes  No

Date application received by Development Services Department: 2-21-23

Received by: Tanner Newman



**City of Tupelo**

PO Box 1485, Tupelo, MS 38802  
Voice (662) 841-6510, Fax (662) 841-6550  
E-Mail: permits@tupeloms.gov

316 **CERTIFICATE OF OCCUPANCY**  
**CERTIFICATE OF OCC - COMMER**

**Occupant:** THE FED TUPELO

**Address:** 500 W MAIN ST

**Parcel:** 089K3129200

**Owner:** Name: THE FED TUPELO  
Address: P O BOX 1587  
TUPELO, MS 38802  
Phone: 662-554-5170  
Email: brittany@indigocowork.com

**Applicant Number:**  
1806432



**Approved Occupancy:**

**Issued:** 01/26/2023 **By:** TR

**Expires:**

**Signature:** Donna Richards

**City of Tupelo**

PO Box 1485, Tupelo, MS 38802

Voice (662) 841-6510, Fax (662) 841-6550

E-Mail: permits@tupeloms.gov

317 **CERTIFICATE OF OCCUPANCY**  
**CERTIFICATE OF OCC - COMMER**

**Occupant:** FEDERAL BLDG FIRST FLOOR OFFICE AND BASEMENT

**Address:** 500 W MAIN ST

**Applicant Number:**

**Parcel:** 089K3129200

1822673

**Owner:** Name: CROSSEN MAIN LLC  
c/o BEVERLY CROSSEN  
Address: 2137 DEER RUN RD  
TUPELO, MS 38804  
Phone: 662-372-2208

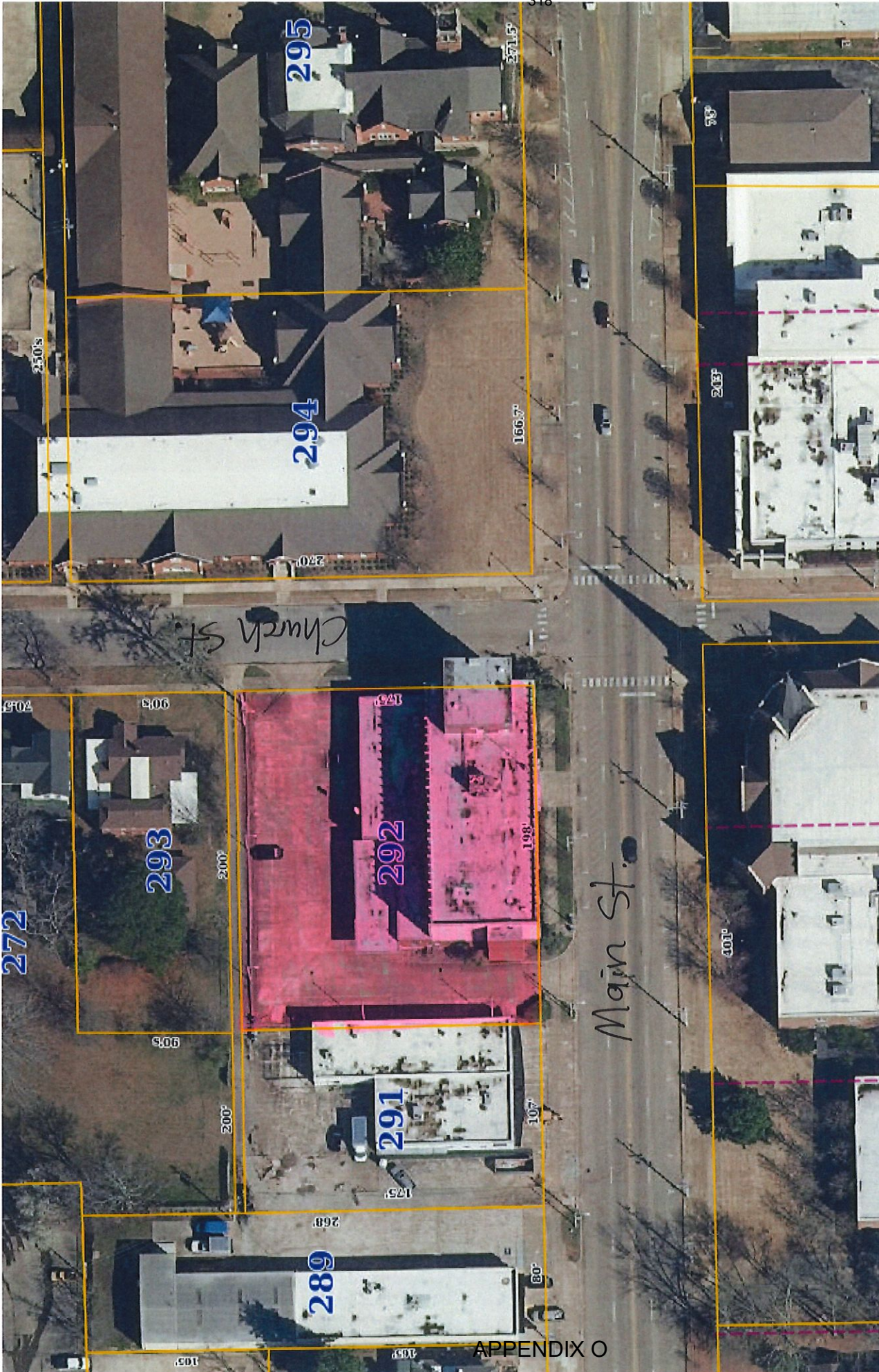


**Approved Occupancy:**

**Issued:** 01/26/2023 **By:** TR

**Expires:**

**Signature:** Jonja Richards





Corporate Banking Division

February 21, 2023

City of Tupelo, Mississippi  
71 East Troy Street  
Tupelo, MS 38804

To whom it may concern.

Please be advised that the total cost of the Crossen Main, LLC restoration projection of the Federal Building located at 500 W. Main Street is \$5,866,038. This includes the purchase price and all renovation costs, as well as interest expense and reserves. If you have any questions, please contact me at 662-680-2307.

Sincerely,

  
Benjamin Burrell  
Vice President

# The Fed Building Renovation Photos – March 2023













## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 4, 2023

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT  
APPLICATION FOR BNA BANK TN

---

**Request:**

Review the attached tax abatement application submitted by BNA Bank for property located at 105 E. Main Street.

The tax abatement application meets the requirements for a five year abatement of city taxes on new commercial construction (excluding tax exemption for school district purposes).

**APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION**

UNDER MISS. CODE ANN. § 17-21-5

(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

**City of Tupelo | Department of Development Services****Mail:** PO Box 1485, Tupelo, MS 38802-1485**Phone:** (662) 432-1625 **Fax:** (662) 841-6550**Email:** tanner.newman@tupeloms.gov**Property Owner Name:** BNA Bank**Owner Mailing Address:** P O Drawer 811, New Albany, MS 38652**Property Address:** 105 East Main Street, Tupelo, MS 38804 **Parcel Number:** PPIN 25159  
Parcel # 089K-31-330-0**Name of Business:** BNA Bank **Type of Business:** Financial Institution**Total Project Cost:** \$9,106,614 **Number of Employees:** 33**The following requirements must be met to qualify for the tax exemption program:**

- 1) Identify in which District the property is located (
- attach map showing location of property**
- ):

XX Central Business District (except Urban Renewal Project area designated by  
Tupelo City Council on December 1, 1998)       Redevelopment District       Business Improvement District

- 2) Meet all Building and Development Code regulations (
- attach copy of Certificate of Occupancy**
- )

- 3) Application must be submitted within 6 months of issuance of Certificate of Occupancy.

- 4) Identify which one or more of the following objectives applicant contends is met by the new construction, renovation, or improvement:

       Substantial renovation of, adaptive reuse, or historic preservation of existing  
structure (**attach statement from architect**)XX New building construction       Improvement of design quality above city code requirements (**attach certification  
by Development Services staff**)       Access management improvement (vehicular or pedestrian connection to adjoining  
properties) (**attach certification by Development Services staff**)       Energy efficiency improvements (**document according to LEED system**)

- 5) Document value of new construction or improvements to the property (**attach contractor invoices or accountant's compilation of capital costs, and before and after photographs of property**) A brief summary of the project and attachments may also be submitted.
- 6) Describe how the new construction, renovation or improvement is for the promotion of business, commerce or industry, or for the promotion of historic preservation:

See Attached

(Additional sheets may be attached.)

Robert W. Spencer  
 Owner Signature

1/31/23  
 Date

EVP

If owner is not an individual, identify representative capacity of individual signing. (e.g., president, partner, etc.)

**The following is to be completed by the Department of Development Services:**

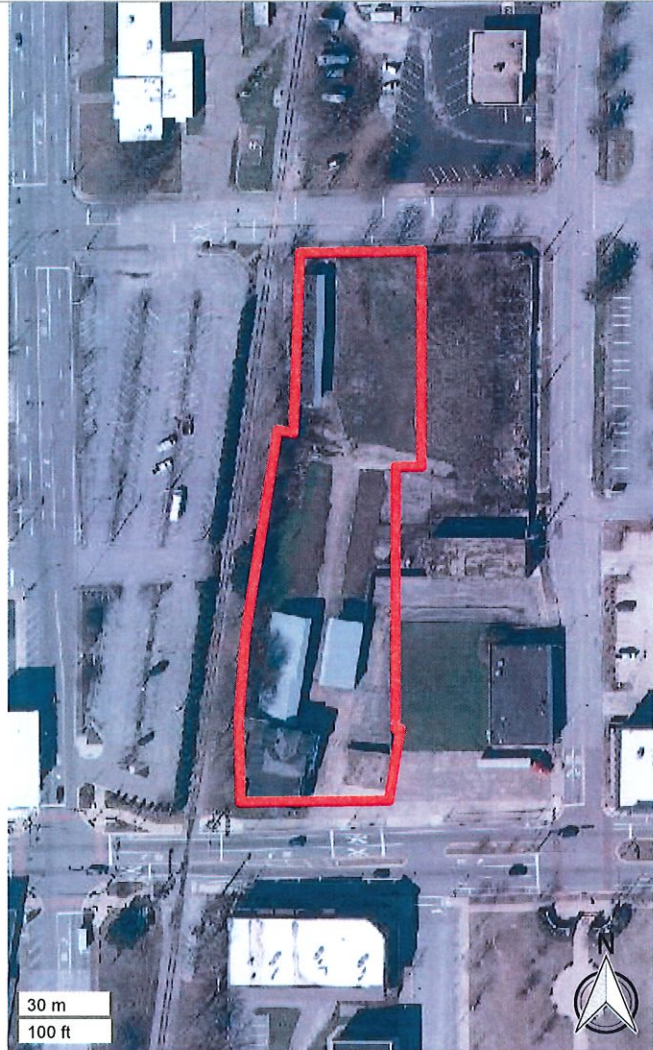
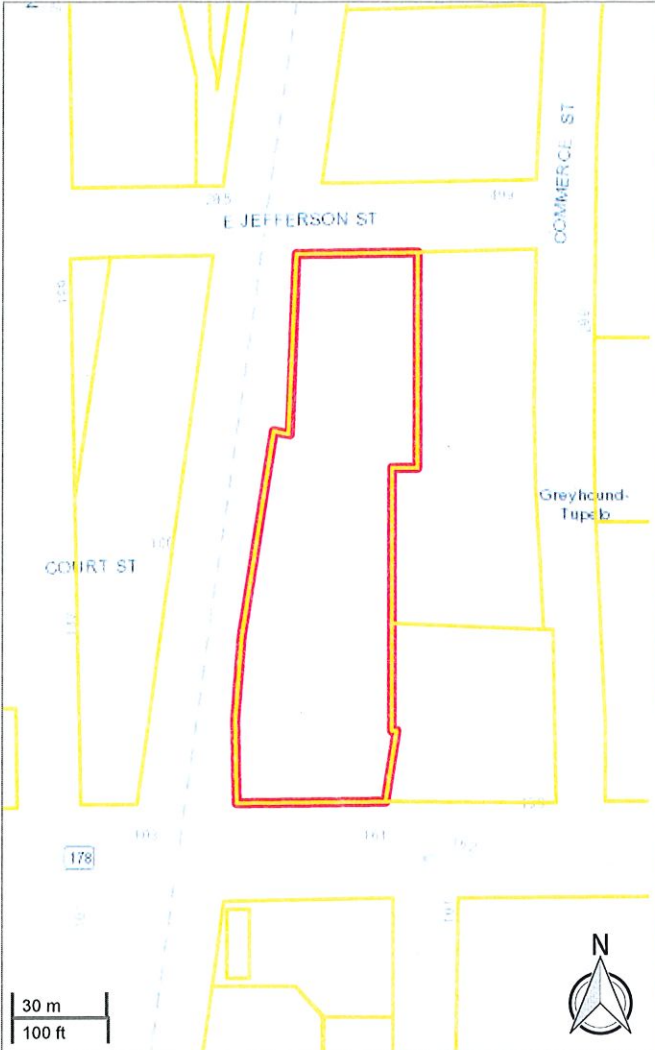
- 1) Does property meet all city of Tupelo Building and Development Code regulations?  
 Yes  No
- 2) For new construction, is commercial property privately owned? Yes  No
- 3) Was construction, renovation, or improvement completed and approved by the City of Tupelo Development Services Department no more than 180 days prior to submission of this application for ad valorem tax exemption? Yes  No
- 4) Was construction, renovation, or improvement pursuant to the requirements of an approved project of the City of Tupelo for the development of the Central Business District, designated Business Improvement District, Urban Renewal District, or designated Redevelopment Districts and/or for the preservation and revitalization of Historic Preservation District?  
 Yes  No
- 5) Was project cost (excluding property purchase price) at least \$10,000?  
 Yes  No

Date application received by Development Services Department: 2-1-23

Received by: Tanner Newman

BNA Bank has made a major investment in Tupelo's downtown business district with its new branch office, which will also house Phelps Dunbar's law firm on the second floor. We feel that this investment has provided a major improvement for a prime location that only enhances the beautiful and vibrant downtown district. We certainly hope that our new location in the center of Tupelo will provide opportunities for consumers and businesses to utilize our services in a way that will promote additional opportunities for local merchants to grow their business and individuals to acquire their dream homes, vehicles, and other major purchases that will enhance their quality of life. The new location will also provide for an expansion of employment opportunities in the bank, while also getting more traffic in the downtown area from the bank and Phelps that will hopefully bring patrons to downtown restaurants and shops in the district.





### Lee County, MS

Lee County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Lee County Land Records GIS and is maintained for the internal use of the County. The County of Lee and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Lee County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

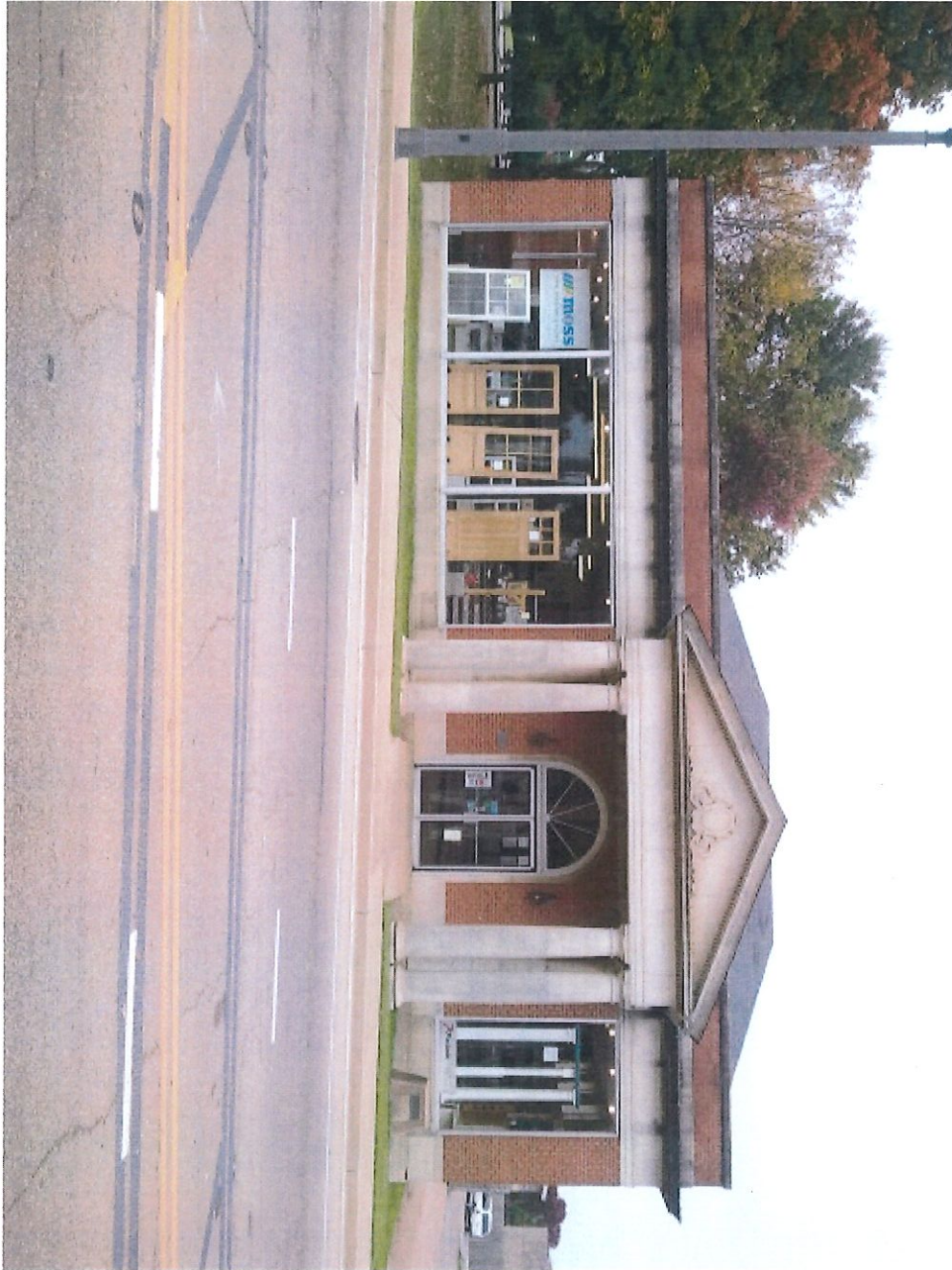


Lee County Tax Assessor/Collector  
 201 Jefferson St  
 Tupelo, MS 38804  
 (662) 432-2700

Date Printed: 9/13/2022

PPIN:	25159
PARCEL_ID:	089K-31-330-00
OWNERNAME:	BNA BANK
ADDRESS1:	PO BOX 811
ADDRESS2:	
CITY:	NEW ALBANY
STATE:	MS
ZIP:	38652
SECTION:	31
TOWNSHIP:	09S
RANGE:	06E
LEGAL1:	LOT IN SE1/4 NE1/4 NE1/4
LEGAL2:	
LEGAL3:	
TAX_DIST:	1730
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	400000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	400000
IMP_VAL1:	0
IMP_VAL2:	85330
TOTALVALUE:	485330
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2019
DEED_PAGE:	0074*
DEED_DATE:	6/19/2019
SITUS_ADDR:	105 MAIN STREET E

BEFORE Demolition



AFTER Construction completed





Land purchase

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b>				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: C19-047			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. NAME AND ADDRESS OF BORROWER:</b>  BNA BANK P. O. BOX 811 NEW ALBANY, MS 38652	<b>E. NAME AND ADDRESS OF SELLER:</b>  LEAKE & GOODLETT, INCORPORATED P. O. BOX 619 TUPELO, MS 38802	<b>F. NAME AND ADDRESS OF LENDER:</b>
--	--	---------------------------------------

<b>G. PROPERTY LOCATION:</b> 105 EAST MAIN STREET TUPELO, MS 38804 Lee County, Mississippi	<b>H. SETTLEMENT AGENT:</b> Riley, Caldwell, Cork & Alvis, P.A.  <b>PLACE OF SETTLEMENT</b> 207 Court Street Tupelo, MS 38804	<b>I. SETTLEMENT DATE:</b>  June 20, 2019
---	--	---

J. SUMMARY OF BORROWER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract Sales Price	1,525,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	411.00
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>1,525,411.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>	
201. Deposit or earnest money	10,000.00
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes 01/01/19 to 06/20/19	4,733.52
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>14,733.52</b>
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>	
301. Gross Amount Due From Borrower (Line 120)	1,525,411.00
302. Less Amount Paid By/For Borrower (Line 220)	( 14,733.52)
<b>303. CASH ( X FROM ) ( TO ) BORROWER</b>	<b>1,510,677.48</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	1,525,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>1,525,000.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	123,864.34
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507. (Deposit disb. as proceeds)	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/19 to 06/20/19	4,733.52
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>128,597.86</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	1,525,000.00
602. Less Reductions Due Seller (Line 520)	( 128,597.86)
<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	<b>1,396,402.14</b>

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower BNA BANK Seller LEAKE & GOODLETT, INCORPORATED

BY: JAMES R. COLLINS, PRESIDENT BY: LINDSEY S. LEAKE, PRESIDENT

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 13229

*Demolition*

To Owner: BNA Bank  
133 East Bankhead Street  
New Albany, MS 38652

Project: 1819, Demo Leake Goodlett Bldg for BNA Bank

Application No.: 4  
Period To: 1/31/2022

Distribution to:  
 Owner  
 Architect  
 Contractor

From Contractor: Century Construction Group, Inc. Via Architect:  
P. O. Box 1366  
Tupelo, MS 38802

Project Nos:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet is attached.

1. Original Contract Sum ..... \$334,700.00
2. Net Change By Change Order ..... \$0.00
3. Contract Sum To Date ..... \$334,700.00
4. Total Completed and Stored To Date ..... \$334,700.00
5. Retainage:
  - a. 0.00% of Completed Work ..... \$0.00
  - b. 0.00% of Stored Material ..... \$0.00
 Total Retainage ..... \$0.00
6. Total Earned Less Retainage ..... \$334,700.00
7. Less Previous Certificates For Payments ..... \$317,500.00
8. Current Payment Due ..... \$17,200.00
9. Balance To Finish, Plus Retainage ..... \$0.00

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	Additions	Deductions
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	\$0.00

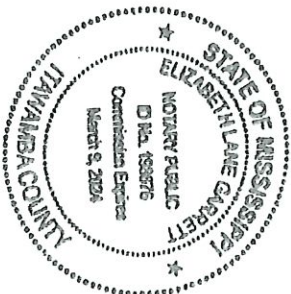
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Century Construction Group, Inc.

By: *[Signature]* Date: 2/4/22

State of: Mississippi  
Subscribed and sworn to before me this 4th  
Notary Public: Elizabeth Lane Shortt  
My Commission expires: 3-9-2024

County of: Itawamba  
day of February 2022



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 14079

To Owner: BNA Bank  
133 East Bankhead Street  
New Albany, MS 38652

Project: 1927. BNA Bank Tupelo

Application No.: 19

From Contractor: Century Construction Group, Inc. Via Architect:  
P. O. Box 1366  
Tupelo, MS 38802

Eley Barkley Dale Architects, PA  
265 N Lamar Blvd  
Oxford MS 38655

Contract For:

Contract Date: 6/1/2021

Distribution to:  
 Owner  
 Architect  
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum ..... \$5,905,393.00
2. Net Change By Change Order ..... \$1,341,521.00
3. Contract Sum To Date ..... \$7,246,914.00
4. Total Completed and Stored To Date ..... \$7,246,914.00
5. Retainage:
  - a. 0.00% of Completed Work ..... \$0.00
  - b. 0.00% of Stored Material ..... \$0.00

Total Retainage ..... \$0.00
6. Total Earned Less Retainage ..... \$7,246,914.00
7. Less Previous Certificates For Payments ..... \$7,065,740.91
8. Current Payment Due ..... \$181,173.09
9. Balance To Finish, Plus Retainage ..... \$0.00

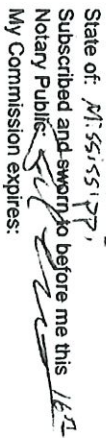
CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	Additions	Deductions
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,341,521.00	\$0.00
Changes By Change Order	\$1,341,521.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Century Construction Group, Inc.

By: 

Date: 12/10/2022

State of: MISSISSIPPI  
Subscribed and sworn to before me this 16th day of December 2022  
Notary Public:   
My Commission expires:



### ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$181,173.09

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kelly Elliott, Fire Chief

**DATE:** March 30, 2023

**SUBJECT:** IN THE MATTER OF AWARD OF BID NUMBER 2023-012FD - TWO 4WD FIRE RESCUE SUV'S **KE**

---

**Request:**

Please approve bid number 2023-012FD to Cannon Motors in the amount of \$115,750.00 for the purchase of two (2) 4WD Fire Rescue SUV's. Only 1 bid was received.



## City of Tupelo

### Two (2) 4WD Fire Rescue SUVs

Reverse Auction Specification      Unit price for Two (2) 4WD Fire Rescue SUVs  
 Reverse Auction Start Date / Time      Mar 21, 2023 10:00 AM US/Central  
 Reverse Auction End Date / Time      Mar 21, 2023 10:15 AM US/Central

#### Specialty Service Tahoe for Fire Department- Upfitted per specifications

Company	Bid Amount	Bidding Date / Time
Cannon Motors	\$ 55,850.00	Mar 21, 2023 10:04:19 AM US/Central

#### Police Pursuit Tahoe for Fire Department- Upfitted per specifications

Company	Bid Amount	Bidding Date / Time
Cannon Motors	\$ 59,900.00	Mar 21, 2023 10:04:19 AM US/Central

**REQUEST FOR  
\*Un-Priced Technical Proposals\*  
To provide**

**Specialty Service Fire Rescue SUVs  
BID # 2023-012FD**

**A Reverse Auction Event For  
The City of Tupelo, Mississippi**



**BID MANAGEMENT CONTACT:**

PH Bidding Group  
Cory Dewett  
[cory@phbidding.com](mailto:cory@phbidding.com)  
662-407-0193



**Publication Dates:** February 21, 2023 & February 28, 2023  
**Un-Priced Responses Due:** March 14, 2023, at 2:00 PM  
**Reverse Auction:** March 21, 2023 at 10:00 AM

## ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

### **Specialty Service Fire Rescue SUVs Bid # 2023-012FD**

Deadline for receipt of un-priced technical proposals is **March 14, 2023 at 10:00 AM**, local time. Un-Priced proposals, including Specification Response Form and all other documents shall be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com).

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, un-priced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. The City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://www.tupelomsbids.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **10:00 AM on March 14, 2023** per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on March 21, 2023 at 10:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

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

**Jennifer Shempert  
Purchasing Agent**

**Publishing Dates: February 21, 2023 & February 28, 2023**

## INFORMATION FOR BIDDERS

### Specialty Service Fire Rescue SUVs Bid # 2023-012FD

#### **I. General Bidder Requirements/Information**

The City of Tupelo is looking to purchase **Specialty Service Fire Rescue SUV** for use in the Police Department. The City of Tupelo will accept un-priced proposals for pre-qualification until **March 14, 2023, at 10:00 AM**, local time. The un-priced specification responses may be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **March 21, 2023, at 10:00 AM**, local time. All un-priced proposals must be equal in performance and quality to the specifications.

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. Additional consideration may be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. A manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Tupelo will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

#### **II. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS**

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. City of Tupelo is a Tax-Exempt Government Entity.

To be considered, un-priced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

***If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.***



### III. **QUESTIONS**

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing, and addressed to the following:

General questions regarding this request and questions concerning the technical specifications should be directed to Lieutenant Robert A. Vail, Purchasing Agent, at the City of Tupelo Purchasing Department, 400 N Front St, Tupelo, MS 38804. The phone number is **662-841-6498**. Email: [robert.vail@tupeloms.gov](mailto:robert.vail@tupeloms.gov)

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0193 or [cory@planhouseprinting.com](mailto:cory@planhouseprinting.com).

No oral explanations by any member of the City of Tupelo nor City of Tupelo staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

### IV. **OPENING**

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Unpriced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. City of Tupelo may conduct written or oral discussions with potential bidders.

The City of Tupelo reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

### V. **OTHER**

**THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.**

- **Phase One** is the solicitation and receipt of unpriced technical proposals for consideration. Deadline for receipt of technical proposals **March 14, 2023, at 10:00 AM CST**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at [cory@phbidding.com](mailto:cory@phbidding.com)
- The reverse auction will begin on **March 21, 2023, at 10:00 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3 minutes to prevent bid sniping. Each additional bid after that will cause another 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit. They will not be able to see other vendors or vendor pricing during the process, only their ranking in the bid process.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

## VI. INSTRUCTIONS

The following information applies to all proposals. The documents listed below must be included in your un-priced response. The preferred method for receiving responses is via electronic submission at [www.tupelomsbids.com](http://www.tupelomsbids.com).

### **UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:**

Log-in at [www.tupelomsbids.com](http://www.tupelomsbids.com) and perform the following steps:

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on “Public bids”.
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the “Submit Bid” tab.
  1. Fill in your profile information (or check for accuracy if auto populated).
  2. Under the “FDF Attachments section” Drag and drop your pdf file into the box as outlined or click on the “click here” link inside the submission box to find your file.
  3. Under the “Review and Verify” section, click the box agreeing to the terms and conditions.
  4. Click “Submit” when you are ready to submit your file.
  5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact [cory@phbidding.com](mailto:cory@phbidding.com) or call 662-407-0193.
- E. One submitted and the solicitation period has ended, The City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

### **The following items should be included in the electronic submission:**

1. Submission Cover Letter (Form A)
2. Completed Response Form (Form B)
3. Product Brochures
4. Warranty Information
5. PH Bidding Supplier Agreement
6. Any other information vendor would like for the City of Tupelo to consider.

Any questions regarding the website, response submissions, or reverse auction process can be directed to PH Bidding Group at 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com).

**GROUP**

**\*FORM A\***

*Submission Cover Letter for  
Un-priced Technical Proposals*

**Specialty Service Fire Rescue SUVs  
Bid # 2023-012FD**

The undersigned proposes to provide Police vehicles as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite Cannon Chevrolet Nissan (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **March 14, 2023, at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

It is understood that we have only one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and if it will meet the requirements and needs of the City of Tupelo. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com).

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name J. Steven Hand

Title Fleet Sales Manager

Company Name Cannon Chevrolet Nissan

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

\*FORM B\*

**SPECIFICATION RESPONSE FORM**

**Specialty Service Fire Rescue SUVs  
Bid # 2023-012FD**

The undersigned proposes to furnish Specialty Service Fire Rescue SUV, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications listed will be met.

<b>Two (2) 4WD SSV Fire Rescue SUV Specifications</b>				
<b>ITEM</b>	<b>MINIMUM SPECIFICATIONS</b>	<b>ACKNOWLEDGE</b>		<b>VARIANCE</b>
		<b>YES</b>	<b>NO</b>	
<b>Mechanical</b>	Mechanical limited slip differential	X		
	Transfer case single speed	X		
	Front skid plate	X		
	Electronic precision shift	X		
	Trailer equipment	X		
	Air cleaner, high capacity	X		
<b>Connectivity &amp; Technology</b>	Chevrolet infotainment 3			
	8" diag color touchscreen additional features for compatible phones include: Bluetooth audio streaming, voice command passthrough to phone, wireless android auto and wireless apple car play capable	X		
	2 power outlets, 120 volt	X		
	Keyless open including ext. Range remote keyless entry	X		
	Keyless start	X		
	OnStar (r) services & Wi-fi (r) hotspot capable; see onstar.com for terms	X		
<b>Interior</b>	Air conditioning, tri zone auto climate control	X		
	Seats, second row 60/40 split folding bench	X		
	Floor covering, Rubberized-vinyl	X		
<b>Exterior</b>	Headlamps, led	X		
	Power dual outside mirrors, heated	X		
	Front windshield wipers, rain sensing	X		
<b>Safety and Security</b>	Hd rear vision camera	X		
	Theft deterrent system, unauthorized entry	X		
	Front and rear park assist	X		
<b>Additions</b>	20" Machined aluminum wheels (replaces std/opt wheels)	X		SSV-YES : PPV-NO
	Pillar mounted spot lamp, left.	X		
	Forward collision alert	X		
	Lane keep assist w/ lane Departure warning	X		

Following distance indicator	X		
Front pedestrian braking	X		
Automatic emergency braking	X		
Front Bucket Seats with Center Console Red & White Front Auxiliary Dome Lamp			
Wiring, Grille Lamps/Speakers Rear Door Lock Inoperative Rear Window Switch Inoperative Wiring, Horn/Sirens Circuit Auto Door Lock Disable	X		
Front Recovery Hooks	X		
Pillar mounted spotlamp, left	X		
Wiring, grille lamps/speakers	X		
Rear door lock inoperative	X		
Rear windows switch inoperative	X		
Wiring, horn/sirens circuit	X		
Auto door lock disable.	X		

**4WD SSV Fire Rescue SUV EMS Upfit**

MINIMUM SPECIFICATIONS	ACKNO WLEDG E	VARIANCE	
	YES	NO	
Code 3: Red and White Bar Light	X		
Code 3: Xcel Siren Light Control	X		
Code 3: C3100 100 Watt Siren Speaker	X		
Code 3: Megathin Stick (Red and White) rear light bar	X		
Code 3: Tag Bracket and 2 Red and White light bars	X		
Code 3: 2 Red and White side lights	X		
Code 3: 2 Red and White Outliner Go Perimeter Bar Lights	X		
Go Rhino Push Bumper with 6 Code 3 LED Lights	X		
Jotto Console with Armrest, cupholders, lockbox wire-fuses-loom box.	X		
Installation of Upfit	X		

**4WD SSV Fire Rescue SUV Administrative Upfit**

MINIMUM SPECIFICATIONS	ACKNO WLEDG E	VARIANCE	
	YES	NO	
Code 3: Front Visor Light Bar (Red and White)	X		
Code 3: Rear Light Bar (Red and White)	X		
Code 3: Running Board Lighting (Red and White)	X		
Code 3: Rear Tag Lights and Bracket (Red and White)	X		
Code 3: Front Grill Lights (Red and White)	X		
Code 3: H2 Covert Hand Held Siren Light Control	X		
Code 3: C3100 100 Watt Siren	X		

**GENERAL BIDDER'S REQUIREMENTS**

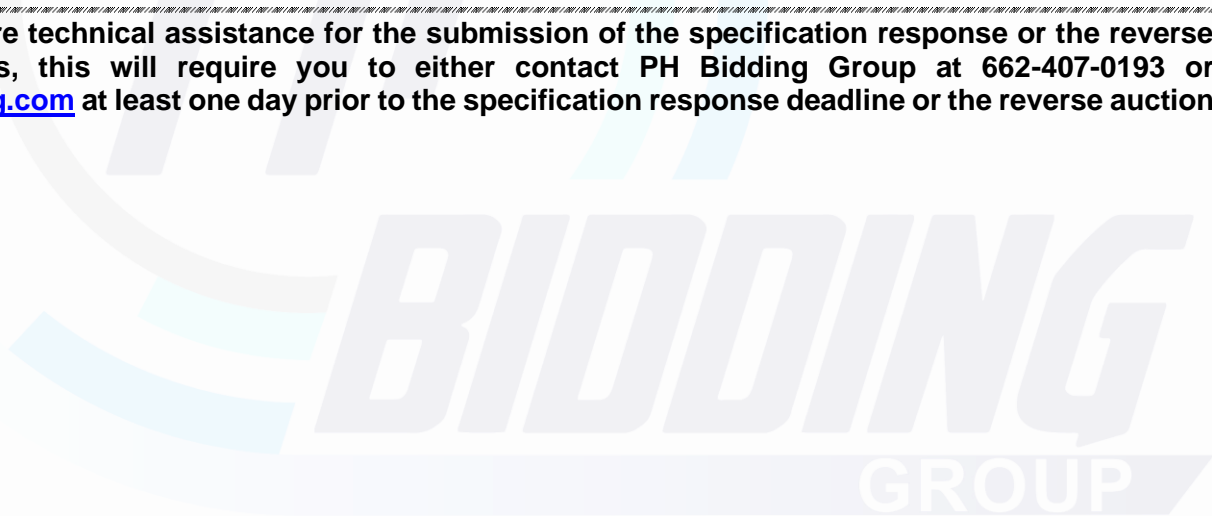
Delivery - The successful bidder will deliver fully assembled vehicles to Tupelo Police Department at 400 N Front St, Tupelo, MS 38804. The Bidder is to notify the City of Tupelo of any delays in delivery extending beyond two (2) weeks from the Final Anticipated Delivery Date stated in this document. Failure to coordinate major delays in delivery with the City of Tupelo designated personnel shall release the City of Tupelo of this purchase order contract.	X		
All items must be as specified or approved equal by the City of Tupelo.	X		

**Specification Response Form Complete Document Checklist and Bid Requirement Acknowledgment**

*Please include all below documents in order for your Specification Response Form to be considered:*

ITEM	ACKNOWLEDGE		VARIANCE
	YES	NO	
Equipment Brochure Included	X		
Written Warranty Information/Service Information Included:			
PH Bidding Supplier Agreement Included. Checking this box acknowledges that you understand your responsibilities under the PH Bidding Supplier Agreement.	X		
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction.	X		

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**



**BIDDER INFORMATION**

Company Cannon Chevrolet Nissan

Physical Address 69900 Hwy 82 West

Billing Address Same

City Greenwood State MS Zip 38930

Phone 662-453-4211 ext 3415 Email shand@nobodybeatsacannondeal.com

Authorized Agent Name J. Steven Hand

Title Fleet Sales Manager

Signature *J. Steven Hand*





## **Supplier Agreement**

### **INTENT AND CONTACT**

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

**This Agreement contains provisions for an administrative fee, discussed in Section 16.**

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

#### **PH Bidding Group Contact information is:**

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804  
662.407.0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

### **TERMS OF USE**

#### **Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only**

If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

#### **Definitions:**

**“PH Bidding Group”** shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods, or information.

**“You”, “Supplier” or “Suppliers”** shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.



**“Buyer”** shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

**“Reverse Auction Event Platform”** shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

- 1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.
- 2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.
- 3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.
- 4.) This agreement shall be good for a one-time use of PH Bidding Group’s reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 5.) PH Bidding Group shall provide basic training and basic instruction (if requested) concerning the operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier’s schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.
- 6.) It shall be the supplier’s responsibility to comply fully with the terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.
- 7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

- 8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.
- 9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.
- 10.) Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.
- 13.) Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

**Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:**

**4% of the total contract price, including all service agreements, extended warranties and equipment.**

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (FDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

**Acceptance** - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: Cannon Chevrolet Nissan

Authorized Representative (Printed Name): J. Steven Hand

Title of Authorized Representative: Fleet Sales Manager

**BILLING INFORMATION:**

Email Address: shand@nobodybeatsacannondeal.com

Physical Address: 69900 Hwy 82 West Greenwood, MS 38930

Mailing Address (if different): \_\_\_\_\_

Office Phone: 662-453-4211 extension 3415

Mobile Phone: 601-383-4263

Signature: *J. Steven Hand*

Date: March 13, 2023

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0193.

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** March 22, 2023

**SUBJECT:** IN THE MATTER OF BID APPROVAL FOR ANNUAL BID NO. 2023-010PW  
TUPELO ROADWAY MAINTENANCE PROGRAM - CW

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**Request:**

Request for bid approval of the Tupelo Roadway Maintenance Program Annual Bid 2023-010PW.

Three bidders responded –

James A. Hodges Construction, Inc. \$17,600.00  
Paul Smithey Construction Co., Inc. \$ 20,089.00  
Gregory Companies, LLC DBA Murphree Paving \$ 21,048.50

It is our recommendation to award the Tupelo Roadway Maintenance Program Annual Bid to the lowest and best bidder –

James A. Hodges Construction, Inc.



March 16, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT  
TUPELO ROADWAY MAINTENANCE PROGRAM  
2023 ANNUAL TERM BID – BID NO. 2023-010PW

Dear Mr. Williams:

I am pleased to submit to you, the Mayor and the City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Wednesday, March 15, 2023 at 10:00 AM local time.

Three bids were received for this project that included unit prices for forty-two (42) items that are routinely utilized in the maintenance and repair of roadway and drainage improvements projects. The bids ranged from \$17,600.00 - \$21,048.50 for the unit price bid. The low bid price submitted by James A. Hodges Construction, Inc. totaled \$17,600.00. This bid total, along with the individual unit prices for the bid items, fall within the typical amounts that are associated with this type of construction activity. The tabulation for the three bids is attached hereto.

This is a vital aspect of the City’s roadway maintenance program and, thus, it is my recommendation to seek approval from the City Council to award this contract to Hodges Construction in accordance with the bid proposal and Contract Documents for this project and authorize the Mayor to execute the contract on behalf of the City of Tupelo. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,  
DABBS CORPORATION

Dustin D. Dabbs, PE  
President

Attachment

- C: Don Lewis, COO, City of Tupelo  
Ben Logan, City Attorney, City of Tupelo  
Kim Hanna, CFO, City of Tupelo  
Jason Rush, TPWD Street Department Mngr., City to Tupelo

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



**BID TABULATION - BID NO. 2023-010PW****CITY OF TUPELO, MISSISSIPPI****TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID****BID DATE: 03/15/2023**

				HODGES CONSTRUCTION		MURPHREE PAVING	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>							
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	20.00	\$ 20.00	20.50	\$ 20.50
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	18.00	\$ 18.00	20.50	\$ 20.50
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	26.00	\$ 26.00	20.50	\$ 20.50
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	20.00	\$ 20.00	20.50	\$ 20.50
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	18.00	\$ 18.00	25.00	\$ 25.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	13.00	\$ 13.00	16.00	\$ 16.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	100.00	\$ 100.00	150.00	\$ 150.00
8	SAW CUT, FULL DEPTH	LF	1	10.00	\$ 10.00	12.50	\$ 12.50
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	20.00	\$ 20.00	25.00	\$ 25.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	25.00	\$ 25.00	28.50	\$ 28.50
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	28.00	\$ 28.00	28.50	\$ 28.50
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	50.00	\$ 50.00	60.00	\$ 60.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	190.00	\$ 190.00	225.00	\$ 225.00
<b>BASE BID SUB-TOTAL</b>				<b>\$</b>	<b>538.00</b>	<b>\$</b>	<b>652.50</b>
<b>DRAINAGE ITEMS</b>							
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	16.00	\$ 16.00	25.00	\$ 25.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	20.00	\$ 20.00	30.00	\$ 30.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	20.00	\$ 20.00	35.00	\$ 35.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	18.00	\$ 18.00	32.50	\$ 32.50
18	REINF. CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	1,500.00	\$ 1,500.00	2,275.00	\$ 2,275.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	2,200.00	\$ 2,200.00	2,000.00	\$ 2,000.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	2,500.00	\$ 2,500.00	2,000.00	\$ 2,000.00
21	REINF. CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	CY	1	2,000.00	\$ 2,000.00	3,450.00	\$ 3,450.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	2,500.00	\$ 2,500.00	3,450.00	\$ 3,450.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	1,500.00	\$ 1,500.00	1,725.00	\$ 1,725.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	1,800.00	\$ 1,800.00	1,850.00	\$ 1,850.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	1,500.00	\$ 1,500.00	2,050.00	\$ 2,050.00
26	CONCRETE, IN PLACE	CY	1	500.00	\$ 500.00	550.00	\$ 550.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	30.00	\$ 30.00	25.00	\$ 25.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	38.50	\$ 38.50
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	38.50	\$ 38.50
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	38.00	\$ 38.00	38.50	\$ 38.50
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	40.00	\$ 40.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	\$ 40.00	42.50	\$ 42.50
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	47.50	\$ 47.50
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	\$ 50.00	50.00	\$ 50.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	50.00	\$ 50.00



**BID TABULATION - BID NO. 2023-010PW****CITY OF TUPELO, MISSISSIPPI****TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID****BID DATE: 03/15/2023**

36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	\$ 50.00	50.00	\$ 50.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	\$ 35.00	35.50	\$ 35.50
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	\$ 40.00	35.50	\$ 35.50
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	\$ 40.00	35.50	\$ 35.50
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	35.50	\$ 35.50
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	\$ 45.00	35.50	\$ 35.50
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	\$ 50.00	35.50	\$ 35.50
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	\$ 55.00	50.00	\$ 50.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	60.00	\$ 60.00	50.00	\$ 50.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	60.00	\$ 60.00	50.00	\$ 50.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	65.00	\$ 65.00	50.00	\$ 50.00
<b>BASE BID SUB-TOTAL</b>				<b>\$ 16,972.00</b>		<b>\$ 20,306.00</b>	

***EROSION CONTROL ITEMS***

47	TEMPORARY SILT FENCE	LF	1	10.00	\$ 10.00	10.00	\$ 10.00
48	WATTLES, 12"	EA	1	80.00	\$ 80.00	80.00	\$ 80.00
<b>BASE BID SUB-TOTAL</b>				<b>\$ 90.00</b>		<b>\$ 90.00</b>	
<b>GRAND TOTAL</b>				<b>\$ 17,600.00</b>		<b>\$ 21,048.50</b>	

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**BID NO. 2023-010PW**

***TUPELO ROADWAY MAINTENANCE PROGRAM –***

***2023 ANNUAL BID***

**City of Tupelo, Mississippi**

***Prepared For:***



**FEBRUARY 2023**

***Prepared By:***



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

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID  
Bid No. 2023-010PW**

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**SECTION A**  
**ADVERTISEMENT FOR BIDS**

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, March 15, 2023** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID*", **Bid No. 2023-010PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of roadway related projects to include base repair, excavation, grading and drainage improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public works for the purpose of roadway and related improvements to consist of removal of pavement, removal of curb and gutter, removal of sidewalks, removal of driveways, excavation and backfill of soils and granular materials and short-run asphalt paving/pathching. Related drainage improvements shall also include the removal of pipe/inlets and the installation of drainage pipe/inlets provided by the Owner. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **365** consecutive calendar days.

Contract Documents, including Drawings and Specifications may be viewed or purchased in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at 662-407-0193.

**Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.**

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

**CITY OF TUPELO, MISSISSIPPI**

**BY: s/b Jennifer Shempert**  
**JENNIFER SHEMPERT, City Purchasing Clerk**

*Publish Dates: 02/14/2023 and 02/21/2023 in the NE Mississippi Daily Journal.*

**SECTION B**  
**INFORMATION TO BIDDERS**

**SECTION B – INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.
2. **Bid Proposal:**
  - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
  - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
  - C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
  - D. Submit bids (**in duplicate**) in an opaque sealed envelope marked as follows:
    1. Bid for **Bid No. 2023-010PW: Tupelo Roadway Maintenance Program – 2023 Annual Bid.**
    2. Submitted to City of Tupelo  
Attn: Jennifer Shempert  
Purchasing Office, City Hall, 1<sup>st</sup> Floor  
71 E. Troy Street  
Tupelo, MS 38804
  - E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.
3. **Method:**
  - A. The price proposal will consist of a unit price amount for each pay item included on the Bid Form (Sheets D-4a, D-4b and D-4c) included in Section D of the Contract Documents. The Bid Form includes various bid/pay items that have been categorized into three types of work – Roadway Items, Drainage Items and Erosion Control Items. The Bid Form shall include a sub-total amount for each group of pay items that is a summation of the unit prices for each of the three groups. The Bid Form also shall include a Grand Total that is a summation of the unit prices for all pay items.

- B. The City of Tupelo will utilize the following criteria for considering and selecting the successful bidder. Based on the anticipated types and quantities of work for this project, the unit prices and sub-total amount for each section and the overall total will be considered in the following order:
- 1.) Ranking Priority 1 – Unit prices and Sub-Total for bid items included by each Bidder in the Roadway Items section of the Bid Form.
  - 2.) Ranking Priority 2 – Unit prices and Sub-Total for bid items included by each Bidder in the Drainage Items section of the Bid Form.
  - 3.) Ranking Priority 3 – Grand Total amount for All Items based on the overall total for the various bid items as represented by each bidder on the Bid Form.
- C. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.**
4. **General Information:**
- A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.
  - B. **Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
  - C. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
5. **Certificate of Responsibility Number:** If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. If the bid is submitted electronically through Central Bidding, the certificate of responsibility shall be included with the bid documents.
6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
7. **Commitment of Proposal:** Each bid proposal must be accompanied by the Bidders Agreement, as specified, executed by a principal member of the company submitting the quote that explains the company's ability to complete the work, the general timeframe in



which the work can be initiated and completed and identifying the company's agreement to complete this work in accordance with the contract documents.

8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. **Workmen's Compensation and Employer's Liability Insurance:** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
  - B. **Contractor's Comprehensive Public Liability and Property Damage Insurance,** covering all operations in connection with the performance of this Contract in amounts not less than the following:  
 Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  - C. **Contractor's Contingent or Protective Liability and Property Damage:** In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
  - D. **Automotive Public Liability and Property Damage:** The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of the Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
  - E. **Owner's Protective Liability Policy:** The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:

Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

9. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals. Upon the Award of Contract, the Contractor shall be directed to obtain the necessary bonds and submit the signed contracts, bonds, proof of insurance and other related documents to the City within **ten (10) days** of the Notice of Award.
10. **Implementation of Services:** The successful bidder should be ready to initiate contracting phase and construction phase services immediately following approval of the Mayor and Board of Aldermen. It is the intent of the City that, if awarded, the project be initiated and completed within 90 days of the submittal of quotes, if possible.
11. **Law And Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the General Conditions of Work, Specifications and Contract Documents (including addenda issued, if any).
13. **Time of Completion:** Bidder must agree to commence work on individual work orders within two weeks of directives being issued by the Owner and to fully complete the projects within a reasonable timeframe for such work. Once an individual work order is commenced by the Contractor, the work shall not be interrupted until such time it is fully completed. In the interest of public safety, the Contractor shall not demobilize from a project site until the work is fully completed or in a temporary condition that does not comply with the technical specifications.
14. **Subcontractor:** The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the Owner. The total allowable subcontract amount shall not exceed **fifty percent (50%) of contract amount**.
15. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **thirty (30) days** after the date of agreement of the Contract.

**END OF SECTION**

**B-4**

**APPENDIX R**

**SECTION C**  
**GENERAL CONDITIONS OF WORK**

## **CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS**

### **GENERAL CONDITIONS OF WORK**

**DATE:** February 1, 2023

**SUBJECT:** General Conditions / Scope of Work / Project Area

**PROJECT:** Tupelo Roadway Maintenance Program – 2023 Annual Term Bid

The contract documents do not include an official set of construction plans as the proposed improvements shall be provided by the Contractor as directed by the Owner are various locations within the City of Tupelo. Any references to plans in the contract documents or technical specifications shall be disregarded.

Generally, this contract is to complete base repair, pavement repair, grading & drainage improvements on existing roadways for the City of Tupelo in preparation for future paving projects on said streets. The work shall include the grading, drainage and sub-base repair on or adjacent to existing City streets as required to repair damaged pipes, install new pipes, rehabilitate sub-base, base and pavement failures for roadways, remove existing pavement, remove existing sidewalk, remove existing curb gutter, etc. as required to meet/exceed the applicable technical specifications as directed by the Owner. This work shall be provided by the Contractor and completed in advance of and/or in coordination with other related roadway improvements (i.e. concrete driveways, asphalt driveways, concrete curb & gutter, asphalt paving, etc.). All proposed improvements shall be located within the City of Tupelo street rights-of-way (ROW). Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the excavation, paving and associated grading/drainage improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer's material recommendations:

1. **REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS:** The Contractor shall remove existing asphalt driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material

shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

2. **REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS:** The Contractor shall remove existing concrete driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
3. **REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS:** The Contractor shall remove existing asphalt pavement within local streets in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
4. **REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS:** The Contractor shall remove existing concrete pavement in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
5. **REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS:** The Contractor shall remove existing concrete sidewalk in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the

Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

6. **REMOVAL OF CONCRETE CURB & GUTTER, ALL DEPTHS:** The Contractor shall remove existing concrete curb & gutter (all types) in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
7. **REMOVAL OF INLETS, ALL SIZES:** The Contractor shall remove existing drainage concrete inlets/PVC drain basins (all types) and related gratings, fittings, etc. in areas identified for repair by the Owner as required to provide proposed drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), to repair failed sub-grades for roadways and in order to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per EACH inlet removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items are provided simultaneously as part of the directed work. Existing materials shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
8. **SAW CUT, FULL DEPTH:** The Contractor shall provide full depth saw cutting as required to prepare straight joints for the removal of materials (i.e. asphalt, concrete, sidewalk, curb & gutter, pipes, etc.) as directed by the Owner or Engineer. This work shall be paid for per LF of saw cut joint at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer.
9. **UNCLASSIFIED EXCAVATION, 0' – 3' DEPTH:** The Contractor shall provide grading/shaping/excavation of on-site materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Unclassified excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of excavated and placed material at the unit price included on the bid form as measured in the field. No separate payment shall be made for the placement, shaping, grading, compaction, etc. of excavated materials. The average depth of excavation will be 12" – 18"; maximum depth will be 36".

10. EXCESS EXCAVATION, 0' – 3' DEPTH: The Contractor shall excavate/remove excess/unsuitable in-situ materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer and haul/dispose of such materials off-site at a location provided by the City. The disposal site shall be located within the Tupelo City Limits and may vary based on proximity to the project site. Excess excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of removed/disposed materials at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" – 18"; maximum depth will be 36".
11. BORROW EXCAVATION, 0' – 3' DEPTH: The Contractor shall provide and place approved select fill materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Borrow excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" – 18"; maximum depth will be 36".
12. CRUSHED STONE, 0' – 1' DEPTH: The Contractor shall provide and place approved granular/crushed limestone material for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of crushed stone to be compacted in place will be 8" – 10"; maximum depth will be 12".
13. ASPHALT BASE COURSE, 19mm MIX, IN PLACE: The Contractor shall provide the materials, labor and equipment to pave short-run patch / base repair type work on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a base course mix provided and installed by the Contractor in accordance with the MDOT specifications. The base course material provided by the Contractor and placed in the field may be 19 mm mix, BB-1 mix design or a similar equivalent mix design approved by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the Owner prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, dig-outs, drainage pipe / utility cuts, single lane problem areas, etc. as associated with short-run work to complete base repairs on existing roadways prior to future overlay improvements to be completed by others.
14. REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS: The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price

included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

15. REMOVAL OF CONCRETE PIPE CULVERT, 25" – 48": The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
16. REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS: The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
17. REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" – 48": The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
18. REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL: The Contractor shall provide and place reinforced concrete curb inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and



shall be in accordance with the MDOT Std. Detail for SS-2 inlets, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".

19. PVC CURB INLET W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
20. PVC CURB INLET W/ 2' x 3' HIGH FLOW CAST IRON GRATE: The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
21. REINFORCED CONCRETE DRAIN BASIN W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place reinforced concrete drain basin / inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and shall be in accordance with the MDOT Std. Detail for reinforced concrete inlets/junction boxes, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".
22. PVC DRAIN BASIN W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place a PVC drain basin / inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".

23. CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS: The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
24. CONNECT TO EXISTING PIPE, ALL TYPES, 25" – 48": The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
25. CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES: The Contractor may be required to connect new drainage pipes/culverts to existing inlets/junction box in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint materials, saw cutting, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
26. CONCRETE, IN-PLACE: The Contractor may be required to provide, install and finish concrete in the field in order to provide pipe collars for pipe/culvert/inlet connections and/or pour concrete walls, flat bottoms, etc. for inlets, culverts, wingwalls, etc. in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per CY of concrete installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
27. 15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor,

materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

28. 15" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
29. 18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
30. 18" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

31. 24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
32. 24" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
33. 30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
34. 30" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

35. 36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
36. 36" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
37. 15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
38. 15" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the

Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

39. 18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
40. 18" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
41. 24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
42. 24" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint

material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

43. 30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
44. 30" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
45. 36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
46. 36" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

47. TEMPORARY SILT FENCE: The Contractor shall provide and install temporary silt fence as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. This work shall be paid for per LF of silt fence installed per the MDOT Std. Details for silt fence installation per the unit price included on the bid form.
48. WATTLES, 12": The Contractor shall provide and install temporary wattles/erosion checks as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. Wattles shall be placed around existing pipes, inlets, curb cuts, swales, ditches, etc. as required to prevent sedimentation from on-site runoff entering into the drainage system or onto adjacent properties. This work shall be paid for per EA installed per the MDOT Std. Details for wattle installation per the unit price included on the bid form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall coordinate with the Engineer and Owner to determine if any erosion control measures shall be required based on the defined scope of work for each work order issued by the City. If required, the Contractor shall complete an Erosion Control Plan that complies with City and MDEQ requirements. Prior to issuance of a Notice to Proceed for the work, the City shall review the Erosion Control Plan, if required. Erosion control best management practices (BMPs) shall be installed in accordance with the Erosion Control Plan prior to the commencement of any other work.

Most of the work shall include basic base repair and drainage improvements on existing roadways and for the existing drainage system. Additionally, the work shall include access roads, parking lots, alley ways and other related excavation, grading, drainage related improvements within City ROW's and properties. The contractor may also be required to complete drainage improvements along or in close proximity to roadways, including drainage ditches, drainage ways, existing drainage inlets/pipes, within easements or along new corridors as defined by the City in order to improve drainage conditions on City ROWs, easements, property, etc. in order to maintain and/or improve city roadway, drainage and related infrastructure systems.

If necessary, the Engineer may provide the Contractor with reference drawings and/or details for particular improvements to generally depict the existing conditions/proposed improvements for particular work orders. Should permits, access agreements, easements, rights-of-entry, etc. be required for such work to be completed, the City shall obtain the necessary permits and/or access agreements and provide to the contractor prior to the commencement of any construction activities related to such.



The Contractor shall utilize MDOT Roadway Design Standard Detail Drawings (2017) for requirements related to the installation of inlets, pipes, flared end sections, concrete, driveways, driveway aprons, sidewalks, sidewalk ramps, curb and gutter, etc. See the General Construction Notes Section (Sheet GC-1) for references to specific categories and corresponding sheets.

Should materials testing, density tests or other testing be required, it shall be provided by the City and coordinated with the Contractor's activities to ensure that the work is in accordance with the applicable specifications. Material testing, if required, shall be coordinated between the City and the Contractor as to not restrict the activities/progress of the Contractor for individual work orders.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for the development and submittal of the permit application to be approved by MDOT prior to the commencement of work on any MDOT rights-of-way.

Materials to be provided by the Owner and installed by the Contractor include reinforce concrete pipe (all sizes), HDPE pipe (all sizes), concrete inlets and PVC drain basins/inlets. All other materials, including crushed stone, asphalt, concrete, etc., and work as defined herein shall be provided/completed wholly by the Contractor to provide a finished project that meets the requirements of a normal roadway or drainage system in accordance with the respective technical specifications.

The Contractor may also be required to complete work in advance of or following other related work installed by others within the same project areas. The Contractor shall coordinate with the City and other contractors as required to facilitate overall improvements in a manner that meets the standards of typical construction sequencing and to minimize impacts to the public and the transportation system. Work that may require coordination to be installed by others includes asphalt pavement, concrete pavement, asphalt driveways, concrete driveways/aprons and concrete sidewalk, etc.

Related work/activities such as mobilization, demobilization, temporary traffic control, removal of vegetation, shaping and compaction of shoulder, removing excess materials, project clean-up, and other incidental items necessary to complete the project will not be measured for separate payment, but shall be absorbed into other bid items.

**END OF SECTION  
C-14**

**APPENDIX R**

**SECTION D**  
**BID FORM AND BIDDERS CERTIFICATES**

**PROPOSAL**

Proposal of James A Hodges Construction Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MS doing business as a Corporation, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **365** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
_____	_____
_____	_____

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

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

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

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

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID**  
**FEBRUARY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	\$20.00	\$20.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	\$18.00	\$18.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	\$26.00	\$26.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	\$20.00	\$20.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	\$18.00	\$18.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	\$13.00	\$13.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	\$100.00	\$100.00
8	SAW CUT, FULL DEPTH	LF	1	\$10.00	\$10.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	\$20.00	\$20.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	\$25.00	\$25.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	\$28.00	\$28.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	\$50.00	\$50.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	\$190.00	\$190.00
<b>SUB-TOTAL (ROADWAY ITEMS)</b>					<b>\$538.00</b>
<b>DRAINAGE ITEMS</b>					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	\$16.00	\$16.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	\$20.00	\$20.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	\$20.00	\$20.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	\$18.00	\$18.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUIV	CY	1	\$1,500.00	\$1,500.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	\$2,200.00	\$2,200.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	\$2,500.00	\$2,500.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	CY	1	\$2,000.00	\$2,000.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	\$2,500.00	\$2,500.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	\$1,500.00	\$1,500.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	\$1,800.00	\$1,800.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	\$1,500.00	\$1,500.00

D-4a

<b>PROPOSAL FORM</b>					
<b>CITY OF TUPELO, MISSISSIPPI</b>					
<b>TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID</b>					
<b>FEBRUARY, 2023</b>					
26	CONCRETE, IN PLACE	CY	1	\$500.00	\$500.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$38.00	\$38.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$55.00	\$55.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$60.00	\$60.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$60.00	\$60.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$65.00	\$65.00
<b><i>SUB-TOTAL (DRAINAGE ITEMS)</i></b>					<b>\$16,972.00</b>
<b><i>EROSION CONTROL ITEMS</i></b>					
47	TEMPORARY SILT FENCE	LF	1	\$10.00	\$10.00
48	WATTLES, 12"	EA	1	\$80.00	\$80.00
<b><i>SUB-TOTAL (EROSION CONTROL ITEMS)</i></b>					<b>\$90.00</b>
<b>GRAND TOTAL (ALL ITEMS)</b>					<b>\$17,600.00</b>

D-4b

APPENDIX R

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID**  
**FEBRUARY, 2023**

*NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.*

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

SIGNATURE: *James A. Hodges*

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



ADDRESS: 1281 County Road 811  
Sattillo Ms 38806

PHONE NUMBER: 662-842-8538

CERTIFICATE OF RESPONSIBILITY NUMBER: 13510-MC

D-4c



**CORPORATE CERTIFICATE**  
(To Be Executed If Bidder Is A Corporation)

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

Name: Robin Rodgers

Title: secretary

Signature: Robin Rodgers

Date: March 15, 2023

(CORPORATE SEAL)





**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned \_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_  
State of \_\_\_\_\_

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, James A. Hodges

(name of person signing affidavit)

individually, and in my capacity as President

(title)

of James A. Hodges Construction Inc.

(name of firm, partnership, limited liability company, or corporation.)

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

James A. Hodges

(a) That Construction Inc., Bidder on the **Tupelo Roadway Maintenance Program –**

**2023 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature J. A. Hodges

Title President

(SEAL)

Sworn before me this 15<sup>th</sup> day of March, 2023.

My commission expires November 15<sup>th</sup>, 2026 Jan Rankin Notary Public

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



**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

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

individually, and in my capacity as President  
(title)

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

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

(a) That James A Hodges Construction Inc., Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature [Handwritten Signature]

Title President

(SEAL)  
Sworn before me this 15<sup>th</sup> day of March, 2023.

My commission expires November 15<sup>th</sup>, 2026 Jan Rankin Notary Public

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

END OF SECTION  
D-9

APPENDIX R



**SECTION E**  
**BIDDER'S AGREEMENT**

**SECTION E – BIDDER’S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that James A. Hodges Construction Inc.  
(Name of Contractor)

1281 County Road 811, Sattillo Ms 38806  
(Address of Contractor)

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

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 15<sup>th</sup> day of March, 2023, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

James A. Hodges  
CONTRACTOR NAME

[Signature]  
CONTRACTOR SIGNATURE

President  
CONTRACTOR TITLE

Robin Rodgers  
WITNESSED BY:

**END OF SECTION  
E-1**

**PROPOSAL**

Proposal of Pawl Smiley Const. Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation. insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **365** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER

DATE

---

---

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



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

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

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

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID**  
**FEBRUARY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	24.00	24.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	24.00	24.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	24.00	24.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	24.00	24.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	20.00	20.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	12.00	12.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	350.00	350.00
8	SAW CUT, FULL DEPTH	LF	1	12.00	12.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	19.00	19.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	23.00	23.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	25.00	25.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	70.00	70.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	300.00	300.00
<b>SUB-TOTAL (ROADWAY ITEMS)</b>					<b>927.00</b>
<b>DRAINAGE ITEMS</b>					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	16.00	16.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	20.00	20.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	15.00	15.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	17.00	17.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	4000.00	4000.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	2400.00	2400.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	2400.00	2400.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	CY	1	1800.00	1800.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	2500.00	2500.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	1500.00	1500.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	1500.00	1500.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	1500.00	1500.00

D-4a

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID**  
**FEBRUARY, 2023**


26	CONCRETE, IN PLACE	CY	1	800.00	800.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	22.00	22.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	22.00	22.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	22.00	22.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	25.00	25.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	30.00	30.00
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	40.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	18.00	18.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	25.00	25.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	30.00	30.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	40.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	45.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	45.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	50.00
<b>SUB-TOTAL (DRAINAGE ITEMS)</b>					<b>19,067.00</b>
<b>EROSION CONTROL ITEMS</b>					
47	TEMPORARY SILT FENCE	LF	1	10.00	10.00
48	WATTLES, 12"	EA	1	85.00	85.00
<b>SUB-TOTAL (EROSION CONTROL ITEMS)</b>					<b>95.00</b>
<b>GRAND TOTAL (ALL ITEMS)</b>					<b>20,089.00</b>

D-4b

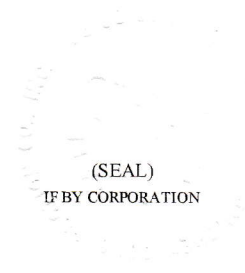
**PROPOSAL FORM  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID  
FEBRUARY, 2023**

*NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.*

RESPECTFULLY SUBMITTED BY: Paul Smithey Construction Company Inc.  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Wesley Nelson President  
(PLEASE PRINT)



(SEAL)  
IF BY CORPORATION

ADDRESS: PO Box 357  
Belden, MS 38826

PHONE NUMBER: 662-844-0794

CERTIFICATE OF RESPONSIBILITY NUMBER: 04370-MC

**CORPORATE CERTIFICATE**  
(To Be Executed If Bidder Is A Corporation)

I, Marjorie Randle certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that Wesley Nelson who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Marjorie Randle

Title: Secretary

Signature: Marjorie Randle

Date: 3-15-23

(CORPORATE SEAL)

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Wesley Nelson  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Paul Smithy Construction Company Inc  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Paul Smithy Const. Co., Inc. Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature Wesley Nelson

Title President

(SEAL)  
Sworn before me this 15<sup>th</sup> day of March, 2023.

My commission expires May 30, 2026 Maguire Radd Notary Public



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

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Wesley Nelson  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Paul Smithy Construction Company Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Paul Smithy Const. Co, Inc Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature Wesley Nelson

Title President

(SEAL)

Sworn before me this 15<sup>th</sup> day of MAY, 2023.

My commission expires May 30, 2026 Marjorie Randle Notary Public



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

**END OF SECTION  
D-9**



**Gregory Companies, LLC DBA Murphree Paving**  
**1138 D.L. Collums Drive**  
**Tupelo, MS 38801**  
**662.844.2331**  
**Certificate of Responsibility # 22120-MC**

**City of Tupelo**  
**Attn: Ms. Jennifer Shempert**  
**Purchasing Office, City Hall, 1<sup>st</sup> Floor**  
**71 E. Troy Street.**  
**Tupelo, MS 38804**

**Bid for Construction of:**  
**BID NO. 2023-010PW**  
**TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID**  
**Tupelo, MS**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**BID NO. 2023-010PW**

***TUPELO ROADWAY MAINTENANCE PROGRAM –***

***2023 ANNUAL BID***

**City of Tupelo, Mississippi**

***Prepared For:***



**FEBRUARY 2023**

***Prepared By:***



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

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID  
BID NO. 2023-010PW**

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SECTION C.	GENERAL CONDITIONS OF WORK
SECTION D.	BID FORM AND BIDDERS CERTIFICATES
SECTION E.	BIDDERS AGREEMENT
SECTION F.	CONTRACT
SECTION G.	TECHNICAL SPECIFICATIONS
ATTACHMENT	EXHIBIT A – HDPE PIPE TRENCH DETAIL

**SECTION A**  
**ADVERTISEMENT FOR BIDS**

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, March 15, 2023** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID*", **Bid No. 2023-010PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of roadway related projects to include base repair, excavation, grading and drainage improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public works for the purpose of roadway and related improvements to consist of removal of pavement, removal of curb and gutter, removal of sidewalks, removal of driveways, excavation and backfill of soils and granular materials and short-run asphalt paving/pathching. Related drainage improvements shall also include the removal of pipe/inlets and the installation of drainage pipe/inlets provided by the Owner. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **365** consecutive calendar days.

Contract Documents, including Drawings and Specifications may be viewed or purchased in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at 662-407-0193.

**Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.**

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

**CITY OF TUPELO, MISSISSIPPI**

**BY: s/b Jennifer Shempert  
JENNIFER SHEMPERT, City Purchasing Clerk**

*Publish Dates: 02/14/2023 and 02/21/2023 in the NE Mississippi Daily Journal.*

**SECTION B**  
**INFORMATION TO BIDDERS**

**SECTION B – INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.
2. **Bid Proposal:**
  - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
  - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
  - C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
  - D. Submit bids (**in duplicate**) in an opaque sealed envelope marked as follows:
    1. **Bid for Bid No. 2023-010PW: Tupelo Roadway Maintenance Program – 2023 Annual Bid.**
    2. Submitted to City of Tupelo  
Attn: Jennifer Shempert  
Purchasing Office, City Hall, 1<sup>st</sup> Floor  
71 E. Troy Street  
Tupelo, MS 38804
  - E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.
3. **Method:**
  - A. The price proposal will consist of a unit price amount for each pay item included on the Bid Form (Sheets D-4a, D-4b and D-4c) included in Section D of the Contract Documents. The Bid Form includes various bid/pay items that have been categorized into three types of work – Roadway Items, Drainage Items and Erosion Control Items. The Bid Form shall include a sub-total amount for each group of pay items that is a summation of the unit prices for each of the three groups. The Bid Form also shall include a Grand Total that is a summation of the unit prices for all pay items.

- B. The City of Tupelo will utilize the following criteria for considering and selecting the successful bidder. Based on the anticipated types and quantities of work for this project, the unit prices and sub-total amount for each section and the overall total will be considered in the following order:
- 1.) Ranking Priority 1 – Unit prices and Sub-Total for bid items included by each Bidder in the Roadway Items section of the Bid Form.
  - 2.) Ranking Priority 2 – Unit prices and Sub-Total for bid items included by each Bidder in the Drainage Items section of the Bid Form.
  - 3.) Ranking Priority 3 – Grand Total amount for All Items based on the overall total for the various bid items as represented by each bidder on the Bid Form.
- C. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.**
4. **General Information:**
- A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.
  - B. **Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
  - C. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
5. **Certificate of Responsibility Number:** If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. If the bid is submitted electronically through Central Bidding, the certificate of responsibility shall be included with the bid documents.
6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
7. **Commitment of Proposal:** Each bid proposal must be accompanied by the Bidders Agreement, as specified, executed by a principal member of the company submitting the quote that explains the company's ability to complete the work, the general timeframe in



which the work can be initiated and completed and identifying the company's agreement to complete this work in accordance with the contract documents.

8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. **Workmen's Compensation and Employer's Liability Insurance:** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
  - B. **Contractor's Comprehensive Public Liability and Property Damage Insurance,** covering all operations in connection with the performance of this Contract in amounts not less than the following:  
  
Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  - C. **Contractor's Contingent or Protective Liability and Property Damage:** In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
  - D. **Automotive Public Liability and Property Damage:** The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of the Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
  - E. **Owner's Protective Liability Policy:** The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:

Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

9. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals. Upon the Award of Contract, the Contractor shall be directed to obtain the necessary bonds and submit the signed contracts, bonds, proof of insurance and other related documents to the City within **ten (10) days** of the Notice of Award.
10. **Implementation of Services:** The successful bidder should be ready to initiate contracting phase and construction phase services immediately following approval of the Mayor and Board of Aldermen. It is the intent of the City that, if awarded, the project be initiated and completed within 90 days of the submittal of quotes, if possible.
11. **Law And Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the General Conditions of Work, Specifications and Contract Documents (including addenda issued, if any).
13. **Time of Completion:** Bidder must agree to commence work on individual work orders within two weeks of directives being issued by the Owner and to fully complete the projects within a reasonable timeframe for such work. Once an individual work order is commenced by the Contractor, the work shall not be interrupted until such time it is fully completed. In the interest of public safety, the Contractor shall not demobilize from a project site until the work is fully completed or in a temporary condition that does not comply with the technical specifications.
14. **Subcontractor:** The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the Owner. The total allowable subcontract amount shall not exceed **fifty per cent (50%) of contract amount**.
15. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **thirty (30) days** after the date of agreement of the Contract.

**END OF SECTION**

**B-4**

APPENDIX R

**SECTION C**  
**GENERAL CONDITIONS OF WORK**

## **CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS**

### **GENERAL CONDITIONS OF WORK**

**DATE:** February 1, 2023

**SUBJECT:** General Conditions / Scope of Work / Project Area

**PROJECT:** Tupelo Roadway Maintenance Program – 2023 Annual Term Bid

The contract documents do not include an official set of construction plans as the proposed improvements shall be provided by the Contractor as directed by the Owner are various locations within the City of Tupelo. Any references to plans in the contract documents or technical specifications shall be disregarded.

Generally, this contract is to complete base repair, pavement repair, grading & drainage improvements on existing roadways for the City of Tupelo in preparation for future paving projects on said streets. The work shall include the grading, drainage and sub-base repair on or adjacent to existing City streets as required to repair damaged pipes, install new pipes, rehabilitate sub-base, base and pavement failures for roadways, remove existing pavement, remove existing sidewalk, remove existing curb gutter, etc. as required to meet/exceed the applicable technical specifications as directed by the Owner. This work shall be provided by the Contractor and completed in advance of and/or in coordination with other related roadway improvements (i.e. concrete driveways, asphalt driveways, concrete curb & gutter, asphalt paving, etc.). All proposed improvements shall be located within the City of Tupelo street rights-of-way (ROW). Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the excavation, paving and associated grading/drainage improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer's material recommendations:

1. **REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS:** The Contractor shall remove existing asphalt driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material

shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

2. **REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS:** The Contractor shall remove existing concrete driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
3. **REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS:** The Contractor shall remove existing asphalt pavement within local streets in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
4. **REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS:** The Contractor shall remove existing concrete pavement in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
5. **REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS:** The Contractor shall remove existing concrete sidewalk in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the

Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

6. **REMOVAL OF CONCRETE CURB & GUTTER, ALL DEPTHS:** The Contractor shall remove existing concrete curb & gutter (all types) in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
7. **REMOVAL OF INLETS, ALL SIZES:** The Contractor shall remove existing drainage concrete inlets/PVC drain basins (all types) and related gratings, fittings, etc. in areas identified for repair by the Owner as required to provide proposed drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), to repair failed sub-grades for roadways and in order to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per EACH inlet removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items are provided simultaneously as part of the directed work. Existing materials shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
8. **SAW CUT, FULL DEPTH:** The Contractor shall provide full depth saw cutting as required to prepare straight joints for the removal of materials (i.e. asphalt, concrete, sidewalk, curb & gutter, pipes, etc.) as directed by the Owner or Engineer. This work shall be paid for per LF of saw cut joint at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer.
9. **UNCLASSIFIED EXCAVATION, 0' – 3' DEPTH:** The Contractor shall provide grading/shaping/excavation of on-site materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Unclassified excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of excavated and placed material at the unit price included on the bid form as measured in the field. No separate payment shall be made for the placement, shaping, grading, compaction, etc. of excavated materials. The average depth of excavation will be 12" – 18"; maximum depth will be 36".

10. **EXCESS EXCAVATION, 0' – 3' DEPTH:** The Contractor shall excavate/remove excess/unsuitable in-situ materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer and haul/dispose of such materials off-site at a location provided by the City. The disposal site shall be located within the Tupelo City Limits and may vary based on proximity to the project site. Excess excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of removed/disposed materials at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" – 18"; maximum depth will be 36".
11. **BORROW EXCAVATION, 0' – 3' DEPTH:** The Contractor shall provide and place approved select fill materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Borrow excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" – 18"; maximum depth will be 36".
12. **CRUSHED STONE, 0' – 1' DEPTH:** The Contractor shall provide and place approved granular/crushed limestone material for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of crushed stone to be compacted in place will be 8" – 10"; maximum depth will be 12".
13. **ASPHALT BASE COURSE, 19mm MIX, IN PLACE:** The Contractor shall provide the materials, labor and equipment to pave short-run patch / base repair type work on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a base course mix provided and installed by the Contractor in accordance with the MDOT specifications. The base course material provided by the Contractor and placed in the field may be 19 mm mix, BB-1 mix design or a similar equivalent mix design approved by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the Owner prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, dig-outs, drainage pipe / utility cuts, single lane problem areas, etc. as associated with short-run work to complete base repairs on existing roadways prior to future overlay improvements to be completed by others.
14. **REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS:** The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price

included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

15. **REMOVAL OF CONCRETE PIPE CULVERT, 25" – 48"**: The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
16. **REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS**: The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
17. **REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" – 48"**: The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
18. **REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL**: The Contractor shall provide and place reinforced concrete curb inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and



shall be in accordance with the MDOT Std. Detail for SS-2 inlets, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".

19. **PVC CURB INLET W/ 2' x 2' CAST IRON GRATE:** The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
20. **PVC CURB INLET W/ 2' x 3' HIGH FLOW CAST IRON GRATE:** The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
21. **REINFORCED CONCRETE DRAIN BASIN W/ 2' x 2' CAST IRON GRATE:** The Contractor shall provide and place reinforced concrete drain basin / inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and shall be in accordance with the MDOT Std. Detail for reinforced concrete inlets/junction boxes, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".
22. **PVC DRAIN BASIN W/ 2' x 2' CAST IRON GRATE:** The Contractor shall provide and place a PVC drain basin / inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".

23. **CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS:** The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
24. **CONNECT TO EXISTING PIPE, ALL TYPES, 25" -- 48":** The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
25. **CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES:** The Contractor may be required to connect new drainage pipes/culverts to existing inlets/junction box in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint materials, saw cutting, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
26. **CONCRETE, IN-PLACE:** The Contractor may be required to provide, install and finish concrete in the field in order to provide pipe collars for pipe/culvert/inlet connections and/or pour concrete walls, flat bottoms, etc. for inlets, culverts, wingwalls, etc. in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per CY of concrete installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
27. **15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE:** The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor,

- materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
28. 15" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
29. 18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
30. 18" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

31. 24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
32. 24" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
33. 30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
34. 30" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

35. 36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
36. 36" RCP, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
37. 15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
38. 15" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the

Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

39. 18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
40. 18" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
41. 24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
42. 24" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint

material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

43. 30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
44. 30" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
45. 36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
46. 36" HDPE, 4' – 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

47. **TEMPORARY SILT FENCE:** The Contractor shall provide and install temporary silt fence as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. This work shall be paid for per LF of silt fence installed per the MDOT Std. Details for silt fence installation per the unit price included on the bid form.
48. **WATTLES, 12”:** The Contractor shall provide and install temporary wattles/erosion checks as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. Wattles shall be placed around existing pipes, inlets, curb cuts, swales, ditches, etc. as required to prevent sedimentation from on-site runoff entering into the drainage system or onto adjacent properties. This work shall be paid for per EA installed per the MDOT Std. Details for wattle installation per the unit price included on the bid form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall coordinate with the Engineer and Owner to determine if any erosion control measures shall be required based on the defined scope of work for each work order issued by the City. If required, the Contractor shall complete an Erosion Control Plan that complies with City and MDEQ requirements. Prior to issuance of a Notice to Proceed for the work, the City shall review the Erosion Control Plan, if required. Erosion control best management practices (BMPs) shall be installed in accordance with the Erosion Control Plan prior to the commencement of any other work.

Most of the work shall include basic base repair and drainage improvements on existing roadways and for the existing drainage system. Additionally, the work shall include access roads, parking lots, alley ways and other related excavation, grading, drainage related improvements within City ROW's and properties. The contractor may also be required to complete drainage improvements along or in close proximity to roadways, including drainage ditches, drainage ways, existing drainage inlets/pipes, within easements or along new corridors as defined by the City in order to improve drainage conditions on City ROWs, easements, property, etc. in order to maintain and/or improve city roadway, drainage and related infrastructure systems.

If necessary, the Engineer may provide the Contractor with reference drawings and/or details for particular improvements to generally depict the existing conditions/proposed improvements for particular work orders. Should permits, access agreements, easements, rights-of-entry, etc. be required for such work to be completed, the City shall obtain the necessary permits and/or access agreements and provide to the contractor prior to the commencement of any construction activities related to such.



The Contractor shall utilize MDOT Roadway Design Standard Detail Drawings (2017) for requirements related to the installation of inlets, pipes, flared end sections, concrete, driveways, driveway aprons, sidewalks, sidewalk ramps, curb and gutter, etc. See the General Construction Notes Section (Sheet GC-1) for references to specific categories and corresponding sheets.

Should materials testing, density tests or other testing be required, it shall be provided by the City and coordinated with the Contractor's activities to ensure that the work is in accordance with the applicable specifications. Material testing, if required, shall be coordinated between the City and the Contractor as to not restrict the activities/progress of the Contractor for individual work orders.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for the development and submittal of the permit application to be approved by MDOT prior to the commencement of work on any MDOT rights-of-way.

Materials to be provided by the Owner and installed by the Contractor include reinforce concrete pipe (all sizes), HDPE pipe (all sizes), concrete inlets and PVC drain basins/inlets. All other materials, including crushed stone, asphalt, concrete, etc., and work as defined herein shall be provided/completed wholly by the Contractor to provide a finished project that meets the requirements of a normal roadway or drainage system in accordance with the respective technical specifications.

The Contractor may also be required to complete work in advance of or following other related work installed by others within the same project areas. The Contractor shall coordinate with the City and other contractors as required to facilitate overall improvements in a manner that meets the standards of typical construction sequencing and to minimize impacts to the public and the transportation system. Work that may require coordination to be installed by others includes asphalt pavement, concrete pavement, asphalt driveways, concrete driveways/aprons and concrete sidewalk, etc.

Related work/activities such as mobilization, demobilization, temporary traffic control, removal of vegetation, shaping and compaction of shoulder, removing excess materials, project clean-up, and other incidental items necessary to complete the project will not be measured for separate payment, but shall be absorbed into other bid items.

**END OF SECTION  
C-14**

APPENDIX R

**SECTION D**  
**BID FORM AND BIDDERS CERTIFICATES**

**PROPOSAL**

GREGORY COMPANIES LLC, DBA MURPHYRE PAVING

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPE doing business as a LIMITED LIABILITY, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 365 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$200.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
1	3/15/23

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

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

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

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

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID**  
**FEBRUARY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	\$20.50	\$20.50
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	\$20.50	\$20.50
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	\$20.50	\$20.50
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	\$20.50	\$20.50
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	\$25.00	\$25.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	\$16.00	\$16.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	\$150.00	\$150.00
8	SAW CUT, FULL DEPTH	LF	1	\$12.50	\$12.50
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	\$25.00	\$25.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	\$28.50	\$28.50
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	\$28.50	\$28.50
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	\$60.00	\$60.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	\$225.00	\$225.00
<b>SUB-TOTAL (ROADWAY ITEMS)</b>					<b>\$652.50</b>
<b>DRAINAGE ITEMS</b>					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	\$25.00	\$25.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	\$30.00	\$30.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	\$35.00	\$35.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	\$32.50	\$32.50
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	\$2275.00	\$2275.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	\$2,000.00	\$2000.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	\$2,000.00	\$2,000.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	CY	1	\$3,450.00	\$3450.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	\$3,450.00	\$3,450.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	\$1725.00	\$1725.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	\$1850.00	\$1,850.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	\$2,050.00	\$2,050.00

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**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID**  
**FEBRUARY, 2023**

26	CONCRETE, IN PLACE	CY	1	\$550.00	\$550.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$25.00	\$25.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$38.50	\$38.50
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$38.50	\$38.50
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$38.50	\$38.50
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$42.50	\$42.50
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$47.50	\$47.50
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.50	\$35.50
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.50	\$35.50
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.50	\$35.50
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.50	\$35.50
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.50	\$35.50
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.50	\$35.50
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
<b>SUB-TOTAL (DRAINAGE ITEMS)</b>					<b>\$20,304.00</b>
<b>EROSION CONTROL ITEMS</b>					
47	TEMPORARY SILT FENCE	LF	1	\$10.00	\$10.00
48	WATTLES, 12"	EA	1	\$80.00	\$80.00
<b>SUB-TOTAL (EROSION CONTROL ITEMS)</b>					<b>\$90.00</b>
<b>GRAND TOTAL (ALL ITEMS)</b>					<b>\$21,048.50</b>

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APPENDIX R

**PROPOSAL FORM  
CITY OF TUPELO, MISSISSIPPI  
TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID  
FEBRUARY, 2023**

*NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.*

RESPECTFULLY SUBMITTED BY: GREGORY COMPANIES LLC, DBA MURKREE PAVING  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: ROBERT MOORE - PRESIDENT  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 1138 DL COLUMNS DR.  
TUPELO, MS 38801

PHONE NUMBER: 662 - 844 - 2331

CERTIFICATE OF RESPONSIBILITY NUMBER: 22120 - MC

D-4c



**CORPORATE CERTIFICATE**  
(To Be Executed If Bidder Is A Corporation)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(CORPORATE SEAL)

**PARTNERSHIP CERTIFICATE**  
(To Be Executed If Bidder Is A Partnership)

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared  
, known to be and known by me to be the person who executed the above instrument, who being by  
me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_ ; that said firm consists of  
himself and \_\_\_\_\_ ; and that he executed the foregoing  
instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_  
State of \_\_\_\_\_

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned Rebecca Hayes, hereby certify that I am the Manager of Gregory Companies LLC dba Murphree (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Robert Moore who executed the Proposal on behalf of the Company is president of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: Rebecca Hayes

Title: manager

Signature: Rebecca Hayes

Date: 3/10/23

Name: Connie Dingler

Signature: Connie Dingler

Notary Public in and for the

County of Prentiss  
State of \_\_\_\_\_



(Notarial Seal)

My Commission Expires: NOV 28, 2025

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF LEE

I, ROBERT MOORE  
(name of person signing affidavit)  
individually, and in my capacity as PRESIDENT  
(title)

of GREGORY COMPANIES LLC, DBA MURPHREE PAVING  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That GREGORY COMPANIES LLC, DBA MURPHREE PAVING  
^, Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration. *NOT A AFF*

Signature Connie Dingler / Rt A  
Title Accounting Asst. / President



(SEAL)  
Sworn before me this 10 day of March, 2023.

My commission expires Nov 28, 2025 Notary Public

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

**END OF SECTION  
D-9**

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF LEE

I, ROBERT MOORE  
(name of person signing affidavit)  
individually, and in my capacity as PRESIDENT  
(title)

of GREGORY COMPANIES LLC, DBA MURPHREE PAVING  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

GREGORY COMPANIES LLC, DBA MURPHREE PAVING  
(a) That ^, Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration. *Not 1 AFF*

Signature Connie Dingle / M.A.  
Title Accounting Asst / President



(SEAL)  
Sworn before me this 10 day of March, 2023.

My commission expires NOV 28, 2025 Notary Public

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

**SECTION E**  
**BIDDER'S AGREEMENT**

**SECTION E – BIDDER’S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that GREGORY COMPANIES LLC, DBA MURPHREE PAVING  
(Name of Contractor)

1138 DL COLUMNS, TUPELO, MS 38801  
(Address of Contractor)

a LIMITED LIABILITY COMPANY hereinafter called "Contractor",  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 13<sup>TH</sup> day of MARCH, 2023, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

Gregory Companies LLC, dba Murphree Paving  
CONTRACTOR NAME

[Signature]  
CONTRACTOR SIGNATURE

President  
CONTRACTOR TITLE

[Signature]  
WITNESSED BY:

**END OF SECTION  
E-1**



**CADENCE BANK**  
Arena & Conference Center

**Tupelo Coliseum Commission**  
**Regular Meeting Minutes**  
**February 27, 2023**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, February 27, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden  
Vice Chair- Neal McCoy  
Commissioner- Nat Grubbs  
Commissioner- Yvette Crump  
Commissioner- Darrell Marecle  
Commission Secretary- Cindy Murphy

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center  
Rosiland Barr- Assistant CFO

Chair Jason Hayden called the meeting to order at 3:00 p.m.

**Approval of Minutes from January 23, 2023 Regular Meeting**

Commission Secretary Cindy Murphy made a motion to approve the minutes from January 2023 as written, seconded by Vice Chair Neal McCoy. All commission members voting aye, the motion passed.

**Financial Report**

Rosiland Barr discussed the financial report.

**New Business**

Change Order #1 for the Chiller Project was discussed for approval. Commissioner Nat Grubbs made a motion to approve, seconded by Vice Chair Neal McCoy. All commission members voting aye, the motion passed.

Deposit refund for Pontotoc School Reunion was discussed. Commissioner Darrell Marecle made a motion to approve, seconded by Commissioner Yvette Crump. All commission members voting aye, the motion passed.

**Director's Report**

Kevan began by updating us on our past projects. We had MoneyBagg Yo on 01/28 selling 4500 tickets. NE MS Championship Rodeo was on 02/04 with a first time sell out show. Victory Cheer was here on 02/17-18, Victory Gymnastics 01/24-25, Nate Bargatze on 02/25 and we had 19 meeting events.





**CADENCE BANK**  
Arena & Conference Center

Kevan also updated us on our upcoming events. We have Monster Jam on 03/4-5, Winter Jam 03/12, MS State Gymnastics 03/16-19 and 27 meeting events.

**Old Business:**

None was discussed

**Beverage Approval:**

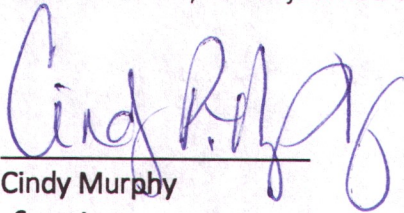
Beverage approval was discussed for Monster Jam 03/04-05. Commissioner Yvette Crump motion to approve the beverage approval, seconded by Commission Secretary Cindy Murphy. All commissioners voted aye; the motion passed.

**Check Approval:**

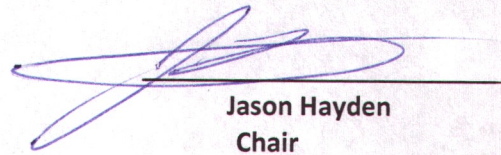
Commissioner Nat Grubbs made a motion to approve the checks from January, seconded by Commission Darrell Marecle. All commissioners voted aye; the motion passed.

**Adjournment:**

Chair Jason Hayden adjourned the meeting at approximately 3:20 p.m.



Cindy Murphy  
Secretary



Jason Hayden  
Chair

# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> 21036-BancorpSouth Arena Mech Upgrades	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 2/2/2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: 1/12/2023
<b>OWNER:</b> <i>(Name and address)</i> BancorpSouth Arena & Conference Center 375 E. Main St. Tupelo, MS 38804	<b>ARCHITECT:</b> <i>(Name and address)</i> Corbett Legge & Associates, PLLC  431 W. Main St. Tupelo, MS 38804	<b>CONTRACTOR:</b> <i>(Name and address)</i> S. M. Lawrence Company, Inc.  1820 Skylark Drive Corinth, MS 38834

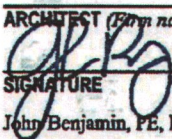

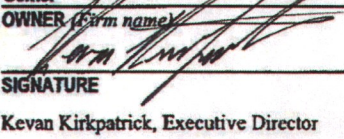
**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$ 2,851,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,851,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,100.00
The new Contract Sum including this Change Order will be	\$ 2,868,100.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be as per the original contract.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Corbett Legge & Associates, PLLC	S. M. Lawrence Company, Inc.	BancorpSouth Arena & Conference Center
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
		
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
John Benjamin, PE, Mechanical Engineer	Jonathan Overstreet, MS Division Manager	Kevan Kirkpatrick, Executive Director
<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
1-12-23	2/7/23	2/9/23
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

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## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kevan Kirkpatrick, Director Cadence Bank Arena

**DATE:** March 22, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF DECEMBER 19, 2022 **KK**

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**Amendment:**

PLEASE REVIEW AND ACCEPT THE SURPLUS LIST FOR APPROVAL THAT COUNCIL APPROVED ON FEBRUARY 7, 2023. I FAILED TO UPLOAD THE LIST WITH MY MINUTES.

Items for Surplus

December 2022

	Asset #	Tag#	Serial #	Item	Reason for surplus
1	2481	14168	018THU7058	Motorola Radio	Broken beyond repair
2	2482	14169	018THU7060	Motorola Radio	Broken beyond repair
3	2483	14170	018THU7061	Motorola Radio	Broken beyond repair
4	2486	14173	018THU7071	Motorola Radio	Broken beyond repair
5	2488	14175	018THU7402	Motorola Radio	Broken beyond repair
6	2489	14176	018THWS452	Motorola Radio	Broken beyond repair
7	2493	14179	-	Push Mower	Broken and to be recycled
8	2803	14777	-	Television, HD LCD 26" w/Bracket	Broken beyond repair
9	2995	14732	9E001015	Copier	Broken and to be recycled
10	3313	None	F28PL00007265SCU	Cleaner, Carpet (Used)	Broken and to be recycled
11	3314	none	114F1058	TV/DVD	Broken beyond repair
12	3316	14721	SVNBV9BV9BP31R	HP Printer	End of life to be recycled
13	3580	15103	11060793	Scrubber, Riding Floor	Broken and to be recycled
14	3939	15315	-	Phone system	End of life to be recycled
15	3950	15325	018TNN5029	Motorola Radio	Broken beyond repair
16	4771	None	018TPSS275	Motorola Radio	Broken beyond repair
17	4773	None	018TPSS280	Motorola Radio	Broken beyond repair
18	4774	None	018TPSS287	Motorola Radio	Broken beyond repair
19	4775	16110	10125050002676	Vaccum Wave Industrial	Broken and to be recycled
20	4776	16111	-	Scrubber, Walk Behind	Broken and to be recycled
21	5522	None	B6115182	Kenwood Radio	Broken beyond repair
22	5525	None	B6115085	Kenwood Radio	Broken beyond repair
23	5531	None	B6115181	Kenwood Radio	Broken beyond repair
24	5533	None	B6115183	Kenwood Radio	Broken beyond repair
25	5769	None	B7313371	Kenwood Radio	Broken beyond repair
26	6194	None	WFW8540FW	Washer	Broken and to be recycled
27	6195	None	KM-1601SRJ3	Hoshizaki Ice Machine	End of life to be recycled
28	6204	None	B8416603	Kenwood Radio	Broken beyond repair
29	758	13990	C1F170D5381080	Monitor 17" GEM	Broken beyond repair

761	None	None	Monitor 17" GEM	Broken beyond repair
G00674	13650	None	Work Station/Cubicle	Broken and of no use
G01680	13583	-	Sound Equipment	End of life to be recycled
G02060	14043	-	Box Office Sign	Destroyed in renovation
G02179	14010	-	Welder	Broken and to be recycled
G04484	14015	-	Audio ACM8R	Broken and to be recycled
G05473	14044	-	Refrig Equip. (chiller)	End of life to be recycled
G06656	13985	008TCG0582	Motorola Radio	Broken and to be recycled
G06673	13649	-	Work Station/Cubicle	Broken and of no use
G06675	13651	None	Work Station/Cubicle	Broken and of no use
G06676	13652	None	Work Station/Cubicle	Broken and of no use
G06677	13653	None	Work Station/Cubicle	Broken and of no use
G06678	13654	None	Work Station/Cubicle	Broken and of no use
G06679	-	None	Work Station/Cubicle	Broken and of no use
None	None	158TJNP059	Motorola Radio	Broken beyond repair
None	None	018THV7735	Motorola Radio	Broken beyond repair
5516	None	None	INTERCOM SC-100 HAVEN	Destroyed in renovation
5523	NONE	B6115083	Kenwood Radio	Broken and of no use
5538	None	None	TV 32"	Broken and of no use
G02030	13604	LJD-K1202C/H339188	CRESCOR WARMER/HOLDER	Broken and to be recycled
G02032	13601	LJD-K1202C/H339188	CRESCOR WARMER/HOLDER	Broken and to be recycled
G02060	14043	None	BOX OFFICE SIGN	Destroyed in renovation
G04479	00470	None	TASCOM CD PLAYER	Broken and of no use
G04480	14014	None	TASCOM CASSETTE PLAYER	Broken and of no use

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Asset #	Tag#	Serial #	Item	Reason for surplus
1	none	MT9KG45344	Hitachi Brand TV	Broken and of no use
2	none	25005686NA	NEC Brand Monitor	Out of date and of no use
3	none	25008680NA	NEC Brand Monitor	Out of date and of no use
4	none	25008682NA	NEC Brand Monitor	Out of date and of no use
5	none	25008684NA	NEC Brand Monitor	Out of date and of no use
6	none	25008685NA	NEC Brand Monitor	Out of date and of no use
7	none	25008687NA	NEC Brand Monitor	Out of date and of no use
8	none	25008688NA	NEC Brand Monitor	Out of date and of no use
9	none	25008689NA	NEC Brand Monitor	Out of date and of no use
10	none	25008691NA	NEC Brand Monitor	Out of date and of no use
11	none	25008692NA	NEC Brand Monitor	Out of date and of no use
12	none	25008756NA	NEC Brand Monitor	Out of date and of no use
13	none	25008758NA	NEC Brand Monitor	Out of date and of no use
14	none	25008759NA	NEC Brand Monitor	Out of date and of no use
15	none	25008760NA	NEC Brand Monitor	Out of date and of no use



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE:** March 28, 2023  
**SUBJECT:** IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT

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### Request:

I respectfully request your approval to surplus the following items:

#### Description

- 2012 Ford F-150 Pick Up Truck, VIN 1FTMF1C3CFA45912 (Unit 7)
- 2013 Ford F-350 1-Ton Pick Up Truck, VIN 1FD89W3AT6DEA20155 (Unit 21A)

After declaration as surplus, these items will be sold thru the city auction in May 2023.

Thank you for your cooperation.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE:** March 30, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE  
MINUTES FROM MARCH 23, 2023 **JT**

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Request:

Attached for your review and approval are the Tupelo Traffic Committee summary and minutes from our meeting on March 23, 2023.



# Memo

**To:** Tupelo City Council  
**From:** Tupelo Traffic Committee  
**Subject:** Review/Approve Traffic Committee Minutes of March 23, 2023  
**Date:** March 30, 2023

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Attached are the minutes of the Traffic Committee Meeting on March 23, 2023. The following is a summary of their actions.

## Old Business:

1. A request from The Grove Neighborhood Association c/o Mr. Henry Robinson, 529 Wooten Cove, Tel. 769-251-3315, for the installation of speed tables throughout the neighborhood.

Action: Approved to send packet and let them get signatures

2. A request from Lee Long, 68 Harvester Square, [lee/long@bxs.com](mailto:lee/long@bxs.com), for the installation of speed tables on Harvester Square.

Action: Approved to send packet and let them get signatures

3. A request from Ms. Carolyn Roland, 3762 Lansdowne Drive, Tel. 662-321-1075, for the installation of speed tables.

Action: Approved to send packet and let them get signatures

4. A request from Councilman Chad Mims, Ward 1, for the installation of a 4-way stop at Country Club Road and Strain Street.

Action: Denied

5. A request from Mr. Philip Mansur, 11 Locust Lane, Tel. 662-810-7662, [philipmansur7@gmail.com](mailto:philipmansur7@gmail.com), for the installation of stop signs on Locust Lane at the intersections of Vermelle Cove/Locust Lane and Westwind Drive/Locust Lane.

Action: Denied

### New Business

1. A request from Mrs. Janet Gaston, Councilwoman Ward 6, for the installation of solar stop signs at Thomas Street and Pemberton Avenue.

Action: Approved

2. A request from Mrs. Janet Gaston, Councilwoman Ward 6, for the installation of walking/bike lanes on both sides of Springlake Drive with 3-foot distance signs.

Action: Approved

3. A request from Mr. Stephen Speer, 1756 Hamm Street, Tel. 662-213-9118, [scspeer72@gmail.com](mailto:scspeer72@gmail.com), for the installation of speed tables on Hamm Street.

Action: Does not qualify

4. A request from Ms. Sonya Crayton, 2961 Beasley Drive, Tel. 662-231-3347, [sonya-crayton2000@yahoo.com](mailto:sonya-crayton2000@yahoo.com), for the installation of speed tables on Beasley Drive.

Action: Does not qualify

5. A request from Mr. Jack Foster, 1018 Ridgepark Drive, Tel. 662-231-4095, [jbfoster67@gmail.com](mailto:jbfoster67@gmail.com), for the installation of a 4-way stop at Jeff Homan Blvd and Graham Drive (currently a 2-way stop on Graham Drive).

Action: Postponed

6. A request from Mr. Robert Hereford for the following:
  - a) Installation of a 4-way stop at the intersection of Timberlane Road and Countrywood Road
  - b) Installation of speed breakers at intervals on Coleman Circle

Action: Denied

7. A request from Ms. Lucia Randle, Executive Director DTMSA, for the removal of the Downtown Tupelo Financial Subdistrict from the City of Tupelo's 2-hour parking restrictions. (See attachment "A")

Action: Approved modified map (See attachment "C")

8. A request from Mrs. Aubrei Wilson, 2201 Holmes Street, [aubreyoungwilson@gmail.com](mailto:aubreyoungwilson@gmail.com), for the installation of speed tables on Holmes Street.

Action: Does not qualify

9. A request from Mr. Charles Wikle, 9 Jackson Square, Tel. 662-213-5466, [cwwcmw12@gmail.com](mailto:cwwcmw12@gmail.com), for the installation of a convex traffic mirror on W. Jackson Street across from the entrance to Jackson Square.

Action: Approved to allow homeowner's to install mirrors on their own columns

10. A request from Ms. Caroline Beene, Parkway Terrace Apts # 72, 2700 W. Main Street, Tel. 662-401-5505, [carolinebeene@gmail.com](mailto:carolinebeene@gmail.com), for the installation of a stop sign or caution light at the exit from the Taco Bell parking lot onto the drive into Parkway Terrace Apartments.

Action: No action taken – private property

11. A request from Mr. Duke Loden, Ridgeway Homeowner's Association, for the installation of speed tables on Ridgeway Drive and Ridgemont Drive.

Action: Approved to send packet and let them get signatures

#### Study Item

1. A request from Ms. Bridgett Betts, Dynasty College at 449 N. Front Street, Tel. 662-841-0710, for the following:
- a) A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot
  - b) Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone
  - c) A crosswalk on Front Street from the school's parking lot to the public parking lot, north of the Tupelo Police Department
  - d) Permission for students to park in the public parking lot north of the Tupelo Police Department.
- (See attachment "B")

**MINUTES OF THE TUPELO TRAFFIC COMMITTEE  
MARCH 23, 2023**

A regular meeting of the Tupelo Traffic Committee was held on March 23, 2023, at 10:00 am in the council chambers on the 2<sup>nd</sup> floor at City Hall. Members present were Mr. Dennis Bonds, Mr. Jason Rush, Mr. Norman Cruse, Mr. Barton Wynn and Mr. Mike Williams. Officer Patrick Johnson, Mr. Michael Montgomery, Ms. Laura Kramer and Mr. Emmitt Foster were absent.

Audience members were Mr. Johnny Timmons, Manager TW&L, Mr. Don Lewis, COO, Mr. Chuck Williams, Public Works Director, and Mrs. Janet Gaston, Councilwoman Ward 6.

**Call to Order**

The meeting was called to order by Mr. Dennis Bonds.

**Old Business**

1. **A request from The Grove Neighborhood Association c/o Mr. Henry Robinson, 529 Wooten Cove, Tel. 769-251-3315, for the installation of speed tables throughout the neighborhood.**

Mr. Dennis Bonds made a motion to approve this request, along with items 2 and 3 of Old Business, since the Speed Table Policy has been adopted and the streets meet the requirement of the residential classification. Mr. Jason Rush seconded the motion and it passed unanimously. The requesters will be sent a packet to explain the process and get the required signatures for approval.

2. **A request from Lee Long, 68 Harvester Square, [lee/long@bxs.com](mailto:lee/long@bxs.com), for the installation of speed tables on Harvester Square.**

See item #1 above

3. **A request from Ms. Carolyn Roland, 3762 Lansdowne Drive, Tel. 662-321-1075, for the installation of speed tables.**

See item #1 above

4. **A request from Councilman Chad Mims, Ward 1, for the installation of a 4-way stop at Country Club Road and Strain Street.**

Mr. Dennis Bonds noted that the traffic count does not qualify this intersection for a 4-way stop according to the Manual of Uniform Traffic Control Devices (MUTCD). Also, there have been no accidents reported here in the last 12 months. Therefore, Mr. Mike Williams made a motion to deny this request which was seconded by Mr. Jason Rush. The motion passed unanimously.

5. **A request from Mr. Philip Mansur, 11 Locust Lane, Tel. 662-810-7662, [philipmansur7@gmail.com](mailto:philipmansur7@gmail.com), for the installation of stop signs on Locust Lane at the intersections of Vermelle Cove/Locust Lane and Westwind Drive/Locust Lane.**

Mr. Dennis Bonds noted that Mr. Mansur is requesting these stop signs to help slow the speed of traffic in the area. He also noted that the MUTCD does not allow the use of stop signs to slow traffic. Mr. Jason Rush made a motion to deny this request. It was seconded by Mr. Mike Williams and it passed unanimously.

### **New Business**

1. **A request from Mrs. Janet Gaston, Councilwoman Ward 6, for the installation of solar stop signs at Thomas Street and Pemberton Avenue.**

Mr. Jason Rush asked if the request is to replace all four (4) stop signs with solar or just the two (2) on Thomas Street. Mr. Dennis Bonds said that he would check the crash history to see if all four are warranted to just the two. Mr. Jason Rush made a motion to approve this request for either two or four solar stop signs, depending on what the crash history shows. Mr. Barton Wynn seconded the motion and it passed unanimously.

2. **A request from Mrs. Janet Gaston, Councilwoman Ward 6, for the installation of walking/bike lanes on both sides of Springlake Drive with 3-foot distance signs.**

Mr. Jason Rush noted that, if approved, the street is wide enough and would be striped only for a bike lane with the 3-foot distance noted on the ground within the lane. Mrs. Gaston stated that she would be amendable to this. Therefore, Mr. Dennis Bonds made a motion to approve this item. The motion was seconded by Mr. Mike Williams and it passed unanimously.

3. **A request from Mr. Stephen Speer, 1756 Hamm Street, Tel. 662-213-9118, [scspeer72@gmail.com](mailto:scspeer72@gmail.com), for the installation of speed tables on Hamm Street.**

Mr. Dennis Bonds noted that Hamm Street is classified as a Local Road and does not qualify for speed tables.

4. **A request from Ms. Sonya Crayton, 2961 Beasley Drive, Tel. 662-231-3347, [sonya-crayton2000@yahoo.com](mailto:sonya-crayton2000@yahoo.com), for the installation of speed tables on Beasley Drive.**

Mr. Dennis Bonds noted that Beasley Drive is classified as a Local Road and does not qualify for speed tables.

5. **A request from Mr. Jack Foster, 1018 Ridgepark Drive, Tel. 662-231-4095, [jbfoster67@gmail.com](mailto:jbfoster67@gmail.com), for the installation of a 4-way stop at Jeff Homan Blvd and Graham Drive (currently a 2-way stop on Graham Drive).**

Mr. Dennis Bonds made a motion to postpone this request until a traffic count and crash history could be obtained. Mr. Norman Cruse seconded the motion and it passed unanimously.

6. **A request from Mr. Robert Hereford for the following:**
  - a) **Installation of a 4-way stop at the intersection of Timberlane Road and Countrywood Road**
  - b) **Installation of speed breakers at intervals on Coleman Circle**

Mr. Dennis Bonds stated that the TPD records do not show any crashes at the intersection of Timberlane Road and Countrywood Road in the past 12 months. According to the MUTCD, there must be at least five (5) accidents to qualify an intersection for a 4-way stop. Also, although Coleman Circle is classified as a residential street and would qualify for speed tables, Mr. Hereford stated that he wants the speed tables to slow down ATV's that are driving illegally on the road. Mr. Jason Rush made a motion to deny both items, based on the following:

- (a) Does not meet the requirements for a 4-way stop set forth in the MUTCD;
- (b) Do not want to install speed tables to control illegal ATV use – liability issues.

Mr. Norman Cruse seconded the motion to deny both items and it passed unanimously. Mr. Dennis Bonds said that he would ask the TPD to help monitor Coleman Circle and stop the ATV's on the road.

7. **A request from Ms. Lucia Randle, Executive Director DTMSA, for the removal of the Downtown Tupelo Financial Subdistrict from the City of Tupelo's 2-hour parking restrictions. (See attachment "A")**

Mrs. Lucia Randle provided a map of the requested area (attachment "A"), but Mr. Jason Rush noted that it would be less confusing for out of town guests to Tupelo and the TPD for enforcement to relinquish the 2-hour parking restrictions from Troy Street south. (See attachment "C") A motion was made by Mr. Norman Cruse to approve the recommendation in attachment "C" and was seconded by Mr. Dennis Bonds. The motion passed unanimously.

8. **A request from Mrs. Aubrei Wilson, 2201 Holmes Street, [aubreyoungwilson@gmail.com](mailto:aubreyoungwilson@gmail.com), for the installation of speed tables on Holmes Street.**

Mr. Dennis Bonds noted that Holmes Street is classified as a Local Road and does not qualify for speed tables.

9. **A request from Mr. Charles Wikle, 9 Jackson Square, Tel. 662-213-5466, [cwwcmw12@gmail.com](mailto:cwwcmw12@gmail.com), for the installation of a convex traffic mirror on W. Jackson Street across from the entrance to Jackson Square.**

Mr. Dennis Bonds and Mr. Jason Rush noted that this would not be a traffic committee or city issue. They both also noted that the best place for the mirrors would be on the columns coming out of Jackson Square. Mr. Bonds said he would talk to Dr. Wikle and let him know that the homeowners in Jackson Square can install these themselves on their own property.

10. **A request from Ms. Caroline Beene, Parkway Terrace Apts # 72, 2700 W. Main Street, Tel. 662-401-5505, [carolinebeene@gmail.com](mailto:carolinebeene@gmail.com), for the installation of a stop sign or caution light at the exit from the Taco Bell parking lot onto the drive into Parkway Terrace Apartments.**

Mr. Dennis Bonds informed the committee that this driveway and the Taco Bell parking lot are not city streets. The city cannot install a stop sign or caution light. He did note that he would follow up with Taco Bell and see if they would be willing to install a stop sign themselves.

11. **A request from Mr. Duke Loden, Ridgeway Homeowner's Association, for the installation of speed tables on Ridgeway Drive and Ridgemont Drive.**

Mr. Dennis Bonds said these roads are classified as residential streets and would qualify for speed tables. Mr. Jason Rush noted that speed tables must be installed in pairs. Mr. Dennis Bonds made a motion to approve this request and send Mr. Loden the packet explaining the process and to get the required signatures. Mr. Mike Williams seconded the motion and it passed unanimously.

**Study Item**

1. **A request from Ms. Bridgett Betts, Dynasty College at 449 N. Front Street, Tel. 662-841-0710, for the following:**
- a) **A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot**
  - b) **Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone**
  - c) **A crosswalk on Front Street from the school's parking lot to the public parking lot, north of the Tupelo Police Department**
  - d) **Permission for students to park in the public parking lot north of the Tupelo Police Department.**
- (See attachment "B")**

Mr. Dennis Bonds stated that he would speak with Ms. Betts about her request and report at the next meeting.

With there being no further business, Mr. Norman Cruse made a motion to adjourn the meeting. Mr. Jason Rush seconded the motion and it passed unanimously.

Submitted by: Pam Blassingame



December 27, 2022

Dear City of Tupelo Traffic Committee:

I am writing to request the removal of the Downtown Tupelo Financial Subdistrict from the City of Tupelo 2-hour Parking restrictions. We have received several requests from businesses in this area to be removed. The Financial Subdistrict primarily consists of banking and finance offices and there is ample parking to accommodate customers.

I have attached a map which outlines this area for your reference.

Thank you for your consideration and I am happy to answer any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Lucia Randle".

Lucia Randle  
Executive Director  
Downtown Tupelo Main Street Association







449 N. Front St., Tupelo, MS 38804  
662-841-0710  
[www.dynastycollege.net](http://www.dynastycollege.net)

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Councilwoman Nettie Davis  
City of Tupelo, Ward 4  
Tupelo, MS

Re: Front Street traffic in front of Dynasty College

Dear Councilwoman Davis:

This letter is to request your assistance regarding the speed of traffic on Front Street in the vicinity of Dynasty College. Dynasty College is open Mondays through Fridays and has plans to start opening on Saturdays, in the near future. Over 46 students are presently enrolled, and enrollment is increasing, rapidly. Additionally, we have a staff of eight and clients who are serviced regularly by the school.

With the speed of traffic in front of the school, it is very difficult to safely enter or exit the school's parking lot. Specifically, we are requesting the following from the appropriate governmental body of the City of Tupelo:

1. A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot.
2. Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone;
3. A crosswalk on Front Street from the school's parking lot to the public parking lot, *north of the Tupelo Police Headquarters; and*
4. Permission for students to park in the public parking lot north of the Tupelo Police Headquarters.

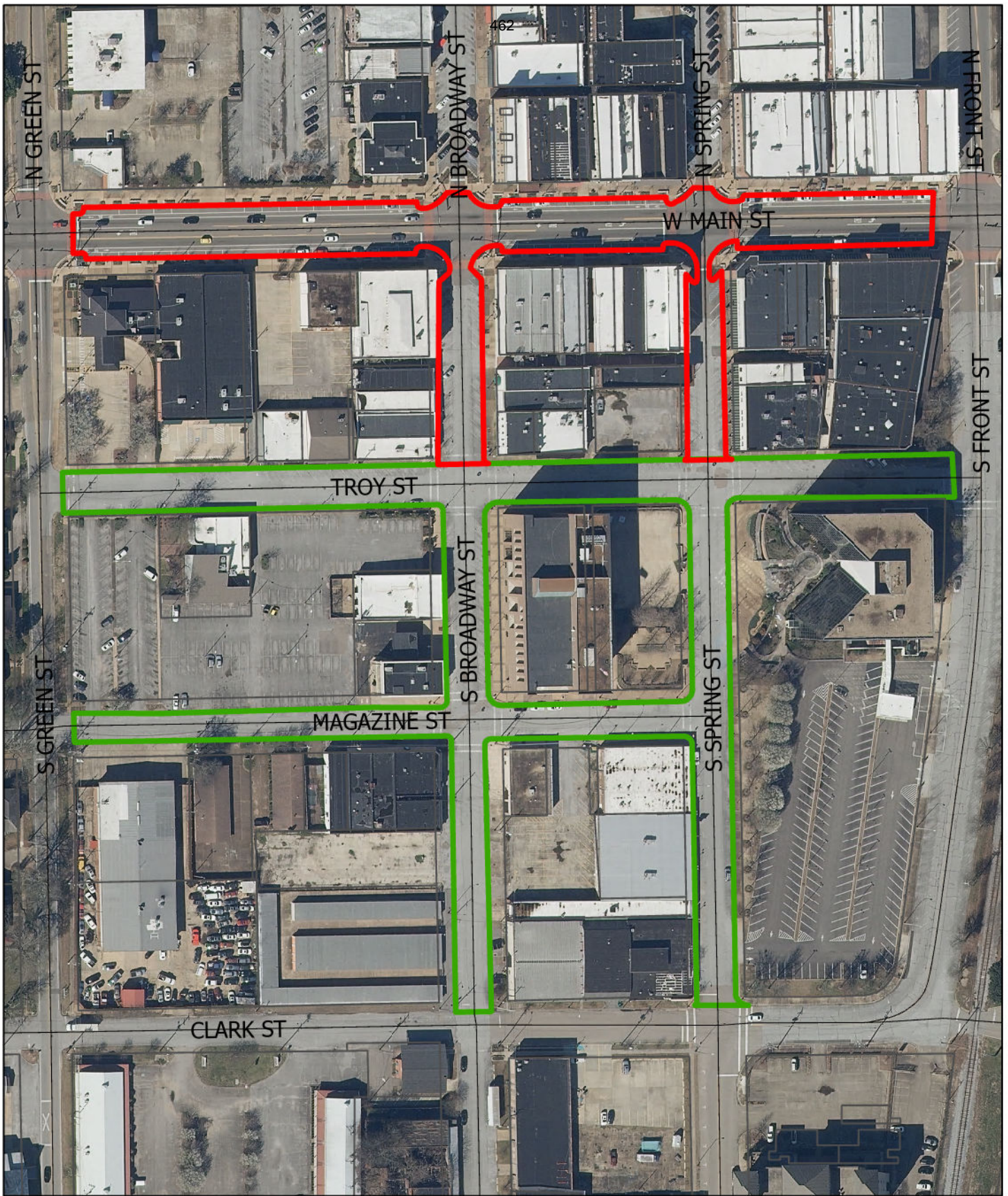
We will gladly appear before a *committee or the Tupelo City Council* to further explain our requests in this letter.

Thank you for your help.

Sincerely,

Bridgett Betts, Chairperson

BB/pa



# FINANCIAL OVERLAY DISTRICT PARKING



March 24, 2023

- No Limit
- Two Hour Parking

## APPENDIX V

