

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 6, 2024

Be it remembered that a recessed meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, February 6, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Janet Gaston and Rosie Jones; Ben Logan, City Attorney; and Missy Shelton, Clerk of the Council. Council Member Buddy Palmer was absent. Council Member Davis introduced Rev. Rusty King, of First United Methodist Church, who led the invocation. Council Member Travis Beard led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Mims, to approve the agenda and agenda order, as presented. Of those present, the vote was unanimous in favor.

IN THE MATTER OF ARTS WEEK PROCLAMATION

Mayor Todd Jordan read a proclamation proclaiming February 5-9, 2024, as Arts Week in the City of Tupelo. APPENDIX A

EMPLOYEE RECOGNITION

Mr. Johnny Timmons was recognized for 50 years of service with Tupelo Water and Light.

PUBLIC RECOGNITION

Council Member Nettie Davis thanked the Tupelo Police Department for all they do helping the neighborhoods to stay safe, clean and drug free. She also thanked the City for the Art Week proclamation, which is something near and dear to her heart. She asked for everyone to remember the families of three individuals who recently passed away: Kaye Gary, James Ford and Jim Cayson.

Council Member Chad Mims thanked and congratulated Johnny Timmons for his 50 years of dedication to the City. Both the high school and middle school choirs received first place in a recent competition.

Council Member Travis Beard congratulated Johnny Timmons and said that he knew him even 5 years prior to his employment. He thanked Mrs. Davis in all her efforts concerning the community in art. He also gave his condolences to both the families of James Ford, his neighbor, and Kaye Gary, who introduced him to his wife.

MAYOR'S REMARKS

Mayor Todd Jordan said that the Coliseum and the Arena have been busy lately with some really well attended shows and conferences. He thanked Johnny Timmons for his years of employment with the City.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared for the public hearing on the property located at 605 North Church Street.

CITIZEN HEARING

Mr. Bill Renick, Member of the TVA Board of Directors, addressed the Council to thank the City for being their 1st TVA City for 90 years.

IN THE MATTER OF MINUTES OF REGULAR MEETING ON JANUARY 16, 2024 AND RECESSED MEETING ON JANUARY 23, 2024

Council Member Gaston moved, seconded by Council Member Davis, to approve the minutes of the regular meeting of January 16, 2024, and the recessed meeting of January 23, 2024. 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 Travis Beard, Nettie Davis and Janet Gaston. Council Member Davis moved, seconded by Council Member Bryan, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Gaston moved, seconded by Council Member Jones, to approve the advertising and promotional items, as submitted:

SymbolArts LLC	\$3,300	Tupelo Police Department challenge coins.
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Of those present, the vote was unanimous in favor. APPENDIX C

IN THE MATTER OF CONTINUING DISCLOSURE FOR FY 2023

Council Member Davis moved, seconded by Council Member Gaston, to accept the Continuing Disclosure Statement for FY 2023, prepared by Butler Snow. CFO Kim Hanna explained that this is a yearly statement required from any entity with outstanding bond debt. Of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPOINTMENT OF DAVID RUMBARGER TO MAJOR THOROUGHFARE COMMITTEE

Council Member Mims moved, seconded by Council Member Bryan, to approve the appointment of David Rumbarger to the Major Thoroughfare Committee for a term of four years to begin immediately. Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF APPROVAL TO SUBMIT FY24 RAISE GRANT

Grant Writer Abby Christian addressed the Council to request submission of the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant proposal. This funding is for the planning and engineering of Tupelo's Eason Boulevard bridge project. There is no match for the grant of \$1,524,641.00. Council Member Bryan moved, seconded by Council Member Mims to approve the submission of the RAISE grant. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT OF CHARLES MCDUGALD

Police Chief John Quaka asked that the service weapon of Charles McDougald - Glock Model 43x MOS, 9mm SN BVWS930, be surplused and sold to him at fair market value, upon his retirement. Fair market value of the weapon is \$250 and is permissible under Mississippi State Statute §45-9-131. APPENDIX G

IN THE MATTER OF BID NUMBER 2023-069PD – TACTICAL ARMORED RESPONSE UNIT

The City advertised and received bids for Bid # 2023-069FD – Tactical Armored Response Unit. One bid was received from Lenco Industries Inc. in the amount of \$332,641.00. Council Member Bryan moved, seconded by Council Member Gaston, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Lenco Industries Inc. in the amount of \$ 332,641.00. Of those present, the vote was unanimous in favor. APPENDIX H

IN THE MATTER OF MEMORANDUM OF UNDERSTANDING BETWEEN THE TUPELO POLICE DEPARTMENT AND THE TUPELO HOUSING AUTHORITY

Council Member Davis moved, seconded by Council Member Gaston, to approve a Memorandum of Understanding (MOU) between the City of Tupelo Police Department and the Tupelo Housing Authority (THA). This MOU will allow the Police Department to have access to the security cameras at 3 THA locations, as follows: North Green Street, South Green Street and Canal Street. Of those present, the vote was unanimous in favor. APPENDIX I

IN THE MATTER OF RATIFICATION OF CONTRACT WITH STE-BIL GRADING, INC. FOR BID # 2023-057PW FOR BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET

Council Member Bryan moved, seconded by Council Member Gaston, to ratify the contract for Bid # 2023-057PW – Bridge Number 202 Replacement on West Main Street - with Ste-Bil Grading, Inc., in the amount of \$1,736,041.75. Of those present, the vote was unanimous in favor. APPENDIX J

IN THE MATTER OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER OF LIEN RESOLUTION FOR UNPAID DEMOLITION AND PROPERTY CLEANING COSTS

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

5498-5546 W Main Street Parcel # 103C-05-024-00

Of those present, the vote was unanimous in favor. APPENDIX L

IN THE MATTER OF PLANNING COMMITTEE MINUTES OF NOVEMBER 6, 2023

Council Member Bryan moved, seconded by Council Member Mims, to accept the minutes of the November 6, 2023, Planning Committee meeting. Of those present, the vote was unanimous in favor. APPENDIX M

IN THE MATTER OF BID #2023-067PW - HOT MIX 6 MONTHS SUPPLY

The City advertised and accepted bids for Bid #2023-067PW – 6 Month Supply Hot Mix. One bid was received from APAC - MS. Council Member Gaston moved, seconded by Council Member Jones, to find the properly advertised, single bid as commercially reasonable, and to award the bid to APAC - MS. Of those present, the vote was unanimous in favor. APPENDIX N

IN THE MATTER OF ARPA BID # 2023-064PW GUN CLUB RD BOX CULVERT PROJECT

The City advertised and accepted bids for ARPA Bid #2023-064PW – Gun Club Road Box Culvert Project. Multiple bids were received with the lowest and best bid being from Townes Construction in the amount of \$283,901.00. Council Member Bryan moved, seconded by Council Member Davis, to award the bid to Townes Construction. Of those present, the vote was unanimous in favor. APPENDIX O

IN THE MATTER OF BID 2023-068PW - PACKAGE GENERATOR SYSTEM LABOR AND MATERIALS – FIRE STATIONS 3, 4, 6, AND 7

The City advertised and accepted bids for Bid #2023-068PW – Package Generator System Labor and Materials for Fire Stations 3,4,6, and 7. Multiple bids were received for this public construction contract with the lowest and best bid being from Liberty Electric in the amount of \$280,010.00. Council Member Gaston moved, seconded by Council Member Bryan, to award the bid to Liberty Electric. Of those present, the vote was unanimous in favor. APPENDIX P

IN THE MATTER OF CONTRACT FOR ARPA BID # 2023-060PW - MITCHELL ROAD CROSS DRAIN REPLACEMENT PROJECT

ARPA Bid # 2023-060PW – Mitchell Road Cross Drain Replacement Project, was awarded to Townes Construction Co., Inc. at the January 2, 2024 City Council meeting. Council Member Bryan moved, seconded by Council Member Mims, to approve the contract for this project. Of those present, the vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF CONTRACT FOR ARPA BID # 2023-059PW - MEDICAL PARK CIRCLE PIPE REPLACEMENT PROJECT

ARPA Bid # 2023-0659W – Medical Park Circle Pipe Replacement Project, was awarded to Townes Construction Co., Inc. at the January 2, 2024 City Council meeting. Council Member Bryan moved, seconded by Council Member Gaston, to approve the contract for this project. Of those present, the vote was unanimous in favor. APPENDIX R

IN THE MATTER OF APPROVAL OF ARPA PROCUREMENT POLICY AND FORM OF THE ARPA CONTRACT MANDATORY ADDENDUM AMENDMENTS TO MWCI GRANT AGREEMENTS - HIGHWAY 45 SEWER OUTFALL MDEQ 179-2-CW-5.5; CITY PARK STORM WATER MDEQ 202-2-SW-5.6; GUM TREE PART STORM WATER MDEQ 200-2-SW-5.6; ARPA BID # 2023-032PW; AND VAN BUREN AVE STORM WATER MDEQ 203-2-SW-5.6

Council Member Gaston moved, seconded by Council Member Bryan, to approve the ARPA procurement policy amendments and the form of amendments of the ARPA Contract Mandatory Addendum and authorize the mayor and city clerk to execute the amendments subject to later ratification for the following projects:

Highway 45 Sewer Outfall MDEQ 179-2-CW-5.5
 City Park Storm Water MDEQ 202-2-SW-5.6
 Gumtree Park Storm Water MDEQ 200-2-SW-5.6
 Van Buren Avenue Storm Water MDEQ 203-0-SW-5.6

Of those present, the vote was unanimous in favor. APPENDIX S

IN THE MATTER OF CADENCE BANK ARENA MINUTES OF DECEMBER 18, 2023

Council Member Davis moved, seconded by Council Member Jones, to approve the Cadence Bank Arena minutes of December 18, 2023. Of those present, the vote was unanimous in favor. APPENDIX T

IN THE MATTER OF TRAFFIC COMMITTEE MINUTES OF JANUARY 25, 2024

Council Member Bryan moved, seconded by Council Member Mims, to approve the Traffic Committee minutes of the January 25, 2024 meeting. Of those present, the vote was unanimous in favor. APPENDIX U

IN THE MATTER OF SALE OF RIGHT-OF-WAY TO TENNESSEE VALLEY AUTHORITY FOR THE CONSTRUCTION OF AN ELECTRICAL TRANSMISSION LINE TO THE NEW

POWER SUBSTATION ON GREEN STREET

Council Member Davis moved, seconded by Council Member Gaston, to approve the sale of right-of-way and clearing rights to Tennessee Valley Authority in the TVA established just and liberal compensation appraised amount of \$ 102,200.00 for ± 1.09 acres and clearing rights as stated in the offer. TVA will use this for the construction of an electrical transmission line to the new power substation on Green Street. Of those present, the vote was unanimous in favor. APPENDIX V

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was left on the table.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was left on the table.

IN THE MATTER OF CHANGE ORDER #1 FOR BID 2023-035AD - COUNCIL CHAMBERS RENOVATION

Council Member Bryan moved, seconded by Council Member Gaston, to approve change order #1 for Bid # 2023-035AD – Council Chambers Renovation. This change order was within the scope of the project, necessitated by unanticipated repairs as a result of the remodeling process, and will increase the net cost by \$3,262.00. The new contract amount is \$341,862.00. Of those present, the vote was unanimous in favor. APPENDIX W

IN THE MATTER OF RECONSIDERATION OF BID #2023-058PD AWARDED TO CANNON MOTORS AT THE DECEMBER 19, 2023 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Gaston, to reconsider the award of Bid # 2023-058PD to Cannon Motors passed at the December 19, 2023 regular meeting. Of those present, the vote was unanimous in favor.

IN THE MATTER OF REJECTION OF BID #2023-058PD

Council Member Davis moved, seconded by Council Member Gaston, to reject the sole bid for bid # 2023-058PD submitted by Cannon Motors subsequently discovered to be non-responsive to the terms of the bid specifications. Of those present, bid # 2023-058PD was rejected. APPENDIX X

IN THE MATTER OF MAJOR SITE PLAN APPLICATION MSP23-01 FOR MAGNOLIA GROVE TOWNHOMES DEVELOPMENT

This item was moved up to the regular agenda.

Council Member Davis moved, seconded by Council Member Gaston, to suspend the rules and take up this matter for discussion. Of those present, the vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Gaston, to approve the major site plan application MSP23-01 for Magnolia Grove Townhomes Development. Of those present, the vote was unanimous in favor. APPENDIX Y

EXECUTIVE SESSION

Council Member Janet Gaston recused herself for the remainder of the meeting.

Council Member Bryan moved, seconded by Council Member Mims, to determine the need for an executive session. City Attorney Ben Logan said the session will be for the acquisition and disposal of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor.

Council Member Bryan moved, seconded by Council Member Mims, to close the regular session and enter executive session for discussion of possible acquisition and disposal of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:38 PM.

After discussion in executive session, Council Member Bryan moved, seconded by Council Member Mims to return to the regular meeting at 6:41 PM. Of those present, the vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Jones, to adjourn the meeting at 6:42 PM. Of those present, the vote was unanimous in favor.

This the 6th day of February, 2024.


Travis Beard, Council President

ATTEST:


Missy Shelton, Council Clerk

APPROVED


Todd Jordan, Mayor

2-21-2024
Date



OFFICE OF THE MAYOR

ARTS WEEK PROCLAMATION

WHEREAS, the City of Tupelo recognizes the arts as an important part of Mississippi’s cultural heritage and one of our greatest exports, and

WHEREAS, the arts help communities in Tupelo celebrate their culture and heritage alongside local and statewide partnerships, and

WHEREAS, Tupelo is leading the way to transform its city and instill civic pride through innovative initiatives such as the Tupelo Elvis Presley Festival, Gumtree Art & Wine Festival, and art at Tupelo City Hall, and

WHEREAS, Tupelo is rich in emerging and growing a creative community through work being done by the Tupelo Ballet, Civic Ballet, CREATE Foundation, Gumtree Museum of Art, Link Centre, North Mississippi Symphony Orchestra, Caron Gallery, Elvis Presley Birthplace & Museum, Tupelo Community Theatre, the public schools in our area committed to arts integration, and the many artists that bolster our city, and

WHEREAS, the Mississippi Arts Commission serves to foster creativity that enhances the quality of life in Mississippi communities through statewide investment in the arts, and

WHEREAS, the week of February 5-9, 2024, artists, arts organizations, and communities throughout Mississippi will celebrate the arts and its impact on the state of Mississippi, through events across the state, and

WHEREAS, Tupelo recognizes these statewide efforts and will stand with them in celebration, and

WHEREAS, The Mississippi Association of Arts Educators along with other Mississippi arts groups and individuals will host events and performances in Jackson to showcase some of Mississippi’s greatest artists throughout Arts Week

NOW THEREFORE, I, Todd Jordan, Mayor of the City of Tupelo, Mississippi, do hereby proclaim the week of February 5-9, 2024, as

ARTS WEEK

in the city of Tupelo, and I do hereby encourage all citizens to recognize and celebrate local and artists.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi, to be affixed this the 6th day of February, 2024.

Todd Jordan, Mayor

ATTEST:

Kim Hanna, City Clerk

**CHECK INFORMATION FOR COUNCIL MEETING
FEBRUARY 6, 2024**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-423455-423467;423468-423779- 50002639-50002671 LINES 1-62

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE February 6, 2024

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

SymbolArts LLC	\$3,300.00	Tupelo Police Department coins/trading tokens
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January 8, 2024

VIA E-MAIL AT KIM.HANNA@TUPELOMS.GOV

City of Tupelo, Mississippi
Attn: Kim Hanna, Chief Financial Officer
P.O. Box 1485
Tupelo, Mississippi 38804-1485

RE: City of Tupelo, Mississippi Fiscal Year 2023 Continuing Disclosure

Dear Kim:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Tupelo, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2023.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2023 to be filed on or before March 28, 2024.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF TUPELO, MISSISSIPPI

BY:  _____
Mayor

Dated: 2.6.2024

cc: Ben Logan, Esq., City Attorney (Via email: ben.logan@tupeloms.gov)

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EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2023:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF TUPELO, MISSISSIPPI

BY: 

Mayor

Dated: 2.6.2024

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

David P. Rumbarger
President/CEO
Community Development Foundation of Tupelo/Lee County, MS

David Rumbarger has over 35 years of economic development/existing industry and chamber of commerce management. He has been involved in economic development at the state and local level and working with natural gas and electric utilities.

Since 2000, David has served as president/CEO of the Community Development Foundation of Tupelo, Mississippi. Under his leadership, Tupelo/Lee County has experienced exceptional growth and diversification. Over the past decade, Toyota Motor Manufacturing, Auto Parts Manufacturing Mississippi, Cooper Tire, General Atomics, Grammer, H.M. Richards, and Southern Motion, to name a few, have located to Tupelo/Lee County. These industries help comprise the 135 total projects won during the past ten years generating over 9.3 billion dollars in total capital investment. By choosing to locate or expand in Tupelo/Lee County, these businesses created 7,347 jobs for residents. With these additional jobs over 230 million dollars of new payroll was added to the pockets of Tupelo/Lee County citizens. Recently, David has led is the creation of Lee County's sixth and newest industrial park, The Hive.

The Hive, a 1,000-acre next-generation industrial park will position Lee County to competitively seek advanced manufacturing and technology firms and compete with communities for years to come.

Because of David and his teams' work ***Site Selection Magazine*** has consistently ranked Tupelo/Lee County as a top micropolitan for new and expanding industries, with Tupelo making the top 10 in that ranking 12 times since 2006 for micropolitan areas based on the number projects, capital investment, and job growth. ***Southern Business and Development Magazine*** has ranked Tupelo/Lee County #1 in small markets for the U.S.

Prior to Community Development Foundation, he worked with North Carolina Power & Light and Energen/Alagasco. David also served as a cabinet member in Alabama, working as director of economic and community development, ADECA.

David graduated with a BS from Auburn University, holds a MS in Economic Development from the University of Southern Mississippi and an Advanced Management Certificate from Duke University.

He and his wife Donna live in Tupelo. They have two children and a grandson.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 06 February 2024

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FY24 RAISE GRANT – AC

Request: Seeking the Council’s approval to submit the RAISE proposal. If awarded, this funding would be used for the planning and engineering of Tupelo’s Eason Boulevard bridge (below).

Agency: Office of the Secretary of Transportation, Department of Transportation (DOT)

Grant: FY24, Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

Amount: \$1,524,641.00

Match: No match

Submission Deadline: 28 February 2024

Overview: This project seeks to improve issues related to access, safety, and traffic congestion. This RAISE request is for funding to complete the engineering of a highway overpass at the Eason Boulevard and Kansas City Southern Crossing. Eason Boulevard serves as an arterial for traffic to access highway 45 to the east and the North Mississippi Medical Center to the west. The average daily traffic count is currently 25,000 Vehicles. As a freight train moves through this crossing, traffic must stop, and anyone with a medical emergency on the east side of the crossing must wait an indefinite time before they can reach the area hospital. Also, the removal of the at-grade crossing will eliminate a potential vehicular/train accident (as well as bicycles and pedestrian).



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE January 29, 2024

SUBJECT: IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT JQ

Request:

Please accept this letter of request to surplus Charles McDougald's duty weapon (Glock Model 43x MOS, 9mm) serial number BVWS930 at fair market value of \$250.00. This weapon will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statute 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

Re: fair market value

Missy Shelton <Missy.Shelton@tupeloms.gov>

Tue 2/6/2024 4:26 PM

To: Don Lewis <Don.Lewis@tupeloms.gov>; John Quaka <John.Quaka@tupeloms.gov>

Will do.

From: Don Lewis <Don.Lewis@tupeloms.gov>

Sent: Tuesday, February 6, 2024 4:13 PM

To: John Quaka <John.Quaka@tupeloms.gov>; Missy Shelton <Missy.Shelton@tupeloms.gov>

Subject: RE: fair market value

Missy please add to minutes. Thanks

From: John Quaka <John.Quaka@tupeloms.gov>

Sent: Tuesday, February 6, 2024 4:11 PM

To: Don Lewis <Don.Lewis@tupeloms.gov>; Missy Shelton <Missy.Shelton@tupeloms.gov>

Subject: Fw: fair market value

Here is the email that documents the conversation I had with Bryan Wheeler on 11/28/2023 in regard to fair market value of the surplused handgun.

From: John Quaka

Sent: Wednesday, November 29, 2023 2:49 PM

To: Ben Logan <Ben.Logan@tupeloms.gov>; Stephen Reed <Stephen.Reed@tupeloms.gov>

Cc: Anthony Hill <Anthony.Hill@tupeloms.gov>; Charles McDougald <Charles.McDougald@tupeloms.gov>; Jerry Davis <Jerry.Davis@tupeloms.gov>

Subject: fair market value

Ben and Stephen,

Yesterday, I spoke with Bryan Wheeler the owner of Southern Connection in Ridgeland, MS. Southern Connection is a supplier of police equipment, to include Glock firearms. I asked him what fair market value price would he place on a used Glock firearm that was to be surplused by the city and bought by a retiring officer. He stated the value would be \$250. He said that is the price he and his company would pay to purchase that weapon.

John



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE January 29, 2024

SUBJECT: IN THE MATTER OF AWARDING BID NUMBER 2023-069PD – TACTICAL ARMORED RESPONSE UNIT **JQ**

Request:

Please award this sole bid in the amount of \$332,641.00 (Bid Number 2023-069PD – Tactical Armored Response Unit) submitted by Lenco Industries Inc. Delivery lead time of 14 plus months.



CITY OF TUPELO
ARMORED TACTICAL RESPONSE UNIT
BID # 2023-069PD

Reverse Auction Start Date / Time	Jan 24, 2024 10:00 AM US/Central		
Reverse Auction End Date / Time	Jan 24, 2024 10:30 AM US/Central		
Armored Tactical Response Unit			
Company	Bid Amount	Bidding Date / Time	Delivery Lead time
Lenco Industries, Inc.	\$ 332,641.00	Jan 24, 2024 10:01:23 AM US/Central	14+ months ARO

Memorandum of Understanding

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), executed on this date between the **CITY OF TUPELO POLICE DEPARTMENT**; hereafter referred to as “CITY” or “AGENCY” or “TUPELO” and the PARTNER organization with its principal address indicated within the Registry portal, hereafter referred to as “PARTNER”; collectively referred to as “THE PARTNERS.”

II. PREAMBLES

WHEREAS, CITY is a law enforcement organization responsible for the preservation of safety and security in the geographic area in which the City has jurisdiction; and

WHEREAS, Partner is an organization operating within the jurisdiction of the City and desires to make its security footage available to CITY as a part of crime detection efforts; and

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the safety and security of those who are at Partner’s location(s), and for this reason this Agreement facilitates the establishment of channels of communication and sharing of video sources that permit the creation and interchange of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness for City on behalf of Partner; and

WHEREAS, the missions of the Partners are complementary.

THEREFORE, the Partners wish to work together and in compliance with the following clauses:

III. GOAL

The goal of this agreement is to set forth guidelines for sharing of Partner’s video sources with the City for the purpose of allowing the CITY to investigate any potential criminal conduct, and for the eradication of crime and lawlessness.

IV. PURPOSE

In the case of Camera Registry, the location of the Partner's video sources is granted to the Agency. In the case of video integration, video access is granted by Partner to video sources designated by Partner that are owned by or under management by Partner. Cameras shared must also be approved by Agency as appropriate for sharing and deemed useful for purposes of enhanced situational awareness and safety of Partner and areas surrounding Partner's location(s). It is not the intention or expectation that Partner's cameras will be routinely monitored in real-time by Agency. Video sharing by Partner with Agency is intended to be done in the spirit of partnership for improved situational awareness and efficiency of law enforcement purpose or emergency response by Agency. Video access by Agency does not constitute commitment on the part of the Agency that video will be viewed in emergencies or when requested by Partner.

Partner is the sole owner of the video at the time it is created by the cameras deployed on Partner's property. The fususCORE device is connected to Partner cameras to act solely as a secure buffered video gateway. It is the means through which the Agency accesses video from Partner cameras for law enforcement or emergency purposes. The Agency has no access to or custody over video contained on the fususCORE at ANYTIME prior to making a digital request for video access via the fususONE software interfacing with the fususCORE. The purpose of this request is to allow the Agency access to the video for law enforcement or emergency purposes and consistent with the level of access granted to the video by the Partner to the Agency. Once requested from the Partner through fususONE, the video is transferred from the fususCORE into a cloud hosted environment which adheres to FBI Criminal Justice Information Services (CJIS) standards and complies with applicable laws governing the storage, access, and dissemination of evidentiary data.

V. RESPONSIBILITIES OF CITY

City will only access video sources designated by Partner for fusion into City's video fusion software. City will not share access to Partner's camera views with members of the public, or outside of City, without the prior written consent of Partner, unless required by law or by judicial or regulatory order. In any such case, the City shall grant the Partner reasonable notice of any such requirement. Further, City will ensure video access is strictly limited to personnel responsible for monitoring the system, and authorized login metadata will be tracked and logged. Finally, City will ensure any employee responsible for video access is trained on system use and security of access. The City will direct any inquiries related to Partner or Partner's video sources to the appropriate designee as indicated in Section VIII.

VI. RESPONSIBILITIES OF PARTNER

Partner will provide City at least one point of contact, as indicated below, with a basic understanding of Partner's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at Partner location(s). Partner will provide information needed by the City for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.

VII. ENFORCEMENT

The City shall have the right to seek any remedies at law needed to enforce its rights contained in this agreement. Such remedies may include, but are not limited to, the request for judicial intervention in a court of competent jurisdiction.

VII. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, EXCEPT THAT EACH PARTY MAY BE RESPONSIBLE FOR ITS NEGLIGENCE OR THE

NEGLIGENT ACTS OF ITS EMPLOYEES, OFFICERS AND AGENTS IN CONNECTION WITH OR ARISING OUT OF THEIR PERFORMANCE OF ANY DUTY CONTAINED IN THIS AGREEMENT.

VIII. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of five (5) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement at any time and for any reason by giving written notice to the other Party no less than 30-days prior to the effective termination of the agreement.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

IX. NOTICES.

- A. All notices under this Memorandum shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by overnight courier that guarantees next day delivery and provides a receipt. Any notice shall be effective upon delivery.
- B. All notices required hereunder shall be sent to the following addresses:
 1. If to Tupelo: Tupelo Police Department
Attn: Chief of Police

 2. If to Partner: Tupelo Housing Authority
Attn: Executive Director
P.O. Box 3
Tupelo, MS 38802-0003
- C. Either party may from time to time specify in writing to the other party such other address as may be desired.

X. CONFIDENTIALITY.

In the course of performing its duties under this agreement, Partner recognizes that it may may come in contact with or become familiar with information that Tupelo may consider confidential. Such information may include, but is not limited to, any such information, records or recordings that may be necessary for the detection, eradication, and/or investigation of crime or criminal activity. To the maximum extent practicable, Partner agrees to keep all such information confidential and not to discuss or divulge it to anyone other than the appropriate personnel or their designees of Tupelo. This Section shall survive the termination or expiration of this Memorandum.

XI. ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by the partner.

AGREED AND ENTERED INTO this the 10th day of January, 2024.

CITY



 Chief of Police

PARTNER

Company Name: Tupelo Housing Authority

Signer name: Tabitha Smith

Signer position: Executive Director

Signature: 

CONTRACT AGREEMENT

This Agreement, made this the 20th day of DECEMBER, 2023, by and between STE-BIL GRADING, INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated NOVEMBER 2023 and Construction Plans entitled BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET Sheets 1 through 29, dated NOVEMBER 2023, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of ONE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND FORTY-ONE & 75/100 Dollars (\$1,736,041.75) being the amount of the accepted proposal for BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET *subject to any applicable incentive payments due to the contractor*, and proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 275 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of **\$1,000.00** per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Incentive Payments for reaching substantial completion prior to the calendar days assigned to this contract are as follows: incentive payments shall be paid to the Contractor for achieving substantial completion prior to the expiration of the Contract Time. Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said maximum amount, for the purposes of this contract, shall be set at \$120,000 dollars. Daily incentives shall be awarded at the calendar day difference between the Contract Time and the number of calendar days taken to achieve substantial completion, and shall be paid at a rate of \$1,000.00 dollars per calendar day.

Contract Time: The 275 calendar days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specifications included herein and made a part of this agreement.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

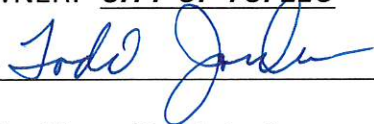
It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 3 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: **CITY OF TUPELO**

By



Title Mayor Todd Jordan

CONTRACTOR: **STE-BIL GRADING, INC.**

By



Title Steve Bramlett Billingsley, President

ATTEST:




Title Kim Hanna, Chief Financial Officer

ATTEST:



Title



NOTICE TO PROCEED

TO: STE-BIL GRADING, INC.
148 CR 509, WATERFORD, MS 38685

DATE: 1-08-2024

Project: BRIDGE 202 REPLACEMENT ON WEST MAIN STREET

You are hereby notified to commence WORK in accordance with the Agreement dated December 20th, 2023, on or before January 10, 2024, and you are to complete the WORK within 275 consecutive calendar days thereafter. The date of completion of all WORK is therefore October 11, 2024.

CITY OF TUPELO

Owner

By

Todd Jordan

Title Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By STE-BIL GRADING, INC.

this ____ day of _____, 20____.

By

Steve Bramlett Billingsley

Title Steve Bramlett Billingsley, President

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

STE-BIL GRADING, INC.

(Name of Contractor)

148 COUNTY ROAD 509, WATERFORD, MS 38685

(Address of Contractor)

a Corporation

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Old Republic Surety Company

(Name of Surety)

P. O. Box 1635, Milwaukee, WI 53201-1635

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

hereinafter called OWNER, in the penal sum of ONE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND FORTY-ONE & 75/100 Dollars (\$ 1,736,041.75) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 20th day of December, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees

10040

00 61 13-16

Payment Bond

2023.11.13

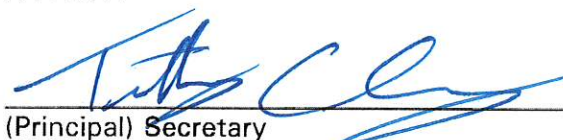
Page 1 of 2

that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each
(Number)
one of which shall be deemed an original, this the 20th day of December, 2023.

ATTEST:


(Principal) Secretary

(SEAL) _____

STE-BIL GRADING, INC.

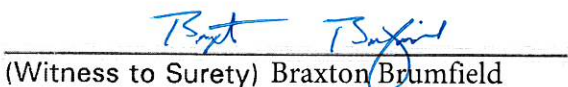
Principal

BY 

148 CR 509, WATERFORD, MS 38685
(Address)

ATTEST:

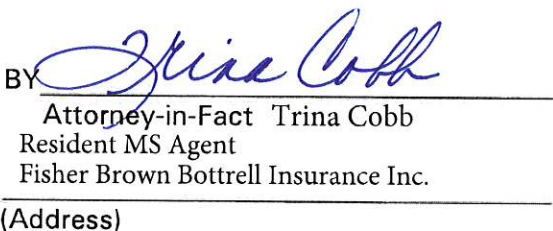
(SEAL)


(Witness to Surety) Braxton Brumfield

Fisher Brown Bottrell Insurance Inc.
(Address)

P.O. Box 1490, Jackson, MS 39215-1490

Old Republic Surety Company
(Surety)

BY 
Attorney-in-Fact Trina Cobb
Resident MS Agent
Fisher Brown Bottrell Insurance Inc.
(Address)

P.O. Box 1490, Jackson, MS 39215-1490

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

10040

00 61 13-16

Payment Bond

2023.11.13

Page 2 of 2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

STE-BIL GRADING, INC.

(Name of Contractor)

148 COUNTY ROAD 509, WATERFORD, MS 38685

(Address of Contractor)

a Corporation

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Old Republic Surety Company

(Name of Surety)

P. O. Box 1635, Milwaukee, WI 53201-1635

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

hereinafter called OWNER, in the penal sum of ONE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND FORTY-ONE & 75/100 Dollars (\$ 1,736,041.75) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 20th day of December, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each
(Number)
one of which shall be deemed an original, this the 20th day of December, 2023.

ATTEST:


(Principal) Secretary

(SEAL) _____

STE-BIL GRADING, INC.

Principal


BY 

148 CR 509, WATERFORD, MS 38685
(Address)

Old Republic Surety Company
(Surety)

ATTEST:

(SEAL)


(Witness to Surety) Braxton Brumfield
Fisher Brown Bottrell Insurance Inc.
(Address)

P.O. Box 1490, Jackson, MS 39215-1490

BY 
Attorney-in-Fact Trina Cobb
Resident MS Agent
Fisher Brown Bottrell Insurance Inc.
(Address)

P.O. Box 1490, Jackson, MS 39215-1490

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **JERRY E. HORNER JR., JERRY G. VEAZEY JR., JASON J. YOUNG, PEGGY L. JACKSON, TRINA COBB, ANGELA BULLIE, SAM J. SACKLER, STEPHEN WESLEY PRICE JR., AMANDA J. CHARFAUROS, TAYLOR LEGGETT of JACKSON, MS**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of November, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of November, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0158



Signed and sealed at the City of Brookfield, WI this 20th day of December, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Hunter Cox, CBIA	
	PHONE (A/C, No, Ext): (601) 960-8236	FAX (A/C, No): (601) 208-3063
	E-MAIL ADDRESS: hcox@fbbins.com	
INSURED Ste-Bil-Grading, Inc. 148 County Rd 509 Waterford, MS 38685	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Builders Mutual Insurance Company	NAIC # 10844
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPA001652803	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CAP003932803	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			MUB002366001	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						General Agg \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP108853803	12/1/2023	12/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Equipment Floater			CPA001652803	12/1/2023	12/1/2024	Leased/Rented \$ 100,000

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

The Commercial Auto and General Liability policies are Primary and Non-Contributory and contain automatic Additional Insured wording when required by written contract with the named insured listed above.

An automatic Waiver of Subrogation provision on the Commercial Auto, General Liability and Workers Compensation Policies are applicable where required by written contract with the named insured listed above.

RE: City of Tupelo for construction of Bridge Number 202 Replacement on West Main Street;

CERTIFICATE HOLDER

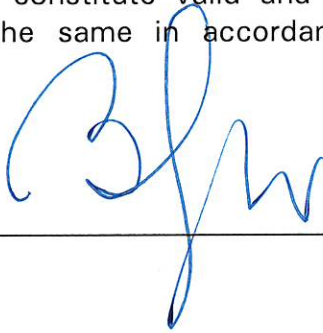
CANCELLATION

City of Tupelo 71 East Troy Street Tupelo, MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>JA Gogo</i>

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, **BEN LOGAN**, the duly authorized and acting legal representative of the **CITY OF TUPELO**, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



Date: 8 JAN 24

Preliminary Lot Mowing Report for 02/06/2024

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45617	089F3013000	605 N CHURCH ST UNIT A & B	NE MS HABITAT FOR HUMANITY INC	P O BOX 7321	TUPELO, MS 38802	TP
2.							
3.							
4.							
5.							
6.							
7.							
8.							45
9.							
10							
11							
12							

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 41913

JOHN W. DENTON ET AL

OWNER

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

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

Property Owner: JOHN W. DENTON ET AL
Address of Owner: P.O. BOX 189
SHELBY, TN 38774
Parcel Number: 103C-05-024-00
Address of Violation: 5498-5546 WEST MAIN STREET
(386 HWY 6 WEST)

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/05/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **02/06/2023**, adjudicated the actual cost of demolition to be **\$27,810.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of February, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

2-7-2024
Date

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
NOVEMBER REGULAR MEETING
Monday, November 6, 2023
6:00 PM Tupelo Convention & Visitors Bureau**

CALL TO ORDER

The meeting was held at Tupelo Convention and Visitors Bureau, 399 East Main Street, due to ongoing renovations at City Hall. Chair Lindsey Leake called the meeting to order. Other committee members present included Bentley Nolan, Pam Hadley Leslie Mart, Patti Thompson, Victor Fleitas and Scott Davis. Committee members Mark Williams and Gus Hildenbrand were not present. Staff members present included Director of Development Services Tanner Newman, City Planner Jenny Savely and Zoning Administrator Russ Wilson. Chair Leake asked Pam Hadley to open with a prayer and Patti Thompson to lead the pledge. Chair Leake then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Patti Thompson made a motion to approve the minutes of the October 2, 2023 meeting with a second by Bentley Nolan. The motion carried unanimously.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely said there was nothing to report on Council Actions but the text amendments being considered tonight will be reviewed by the City Council at the November 7th Council Meeting (tomorrow night).

OLD BUSINESS

Scott Davis asked if there was an appeal by Mr. Foster about the decision from the last meeting concerning the duplexes on Endville Road. Savely stated that there was no appeal. The applicant decided to wait on any code changes that were possibly being considered.

Planner Savely mentioned in old business that TA-22-02 modified recommendations are included in tonight's discussion.

NEW BUSINESS

Leake brought up the first item, TA23-01. Savely summarized the information on the proposed text amendment handout (attached) that relates to changes to Chapter 2, 4, 8 and 11 of the Code. After much discussion, a motion was made by Leslie Mart and seconded by Victor Fleitas to approve the changes to the code as presented with the additional amendments or changes as summarized on the attached Memo to the City Council from City Planner Jenny Savely.

Leake then brought up TA23-02. Savely summarized the information on the proposed text amendment handout (attached) that relates to changes to Chapter 10 (Sign Regulations) of the Code. After much discussion, a motion was made by Leslie Mart and seconded by Pam Hadley to approve the changes to the code as presented with the additional amendments or changes as summarized on the attached Memo to the City Council from City Planner Jenny Savely.

Leake then brought up TA23-03. Savely summarized the information on the proposed text amendments handout (attached) that relates to changes in Chapter 12 (12.10 Subdivisions) of the Code. After much discussion, a motion was made by Bentley Nolan and seconded by Scott Davis to approve the changes to the code as presented.

Chairman Leake asked if there were any other applications for December. A site plan for a multi-family development and an application for a cell tower are tentatively on the next agenda. Leake then reminded the committee about the November 27th Work Session at City Hall and the December 4th regular monthly Planning Committee Meeting tentatively planned to be held at CVB. There were some questions about scheduled meeting dates for December and January around the holidays, but no decisions were made at this time. With there being no further business, Patti Thompson made a motion to adjourn which passed unanimously.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, City of Tupelo – Public Works

DATE January 22, 2024

SUBJECT: IN THE MATTER OF BID APPROVAL HOT MIX 6 MOS SUPPLY 2023-067PW CW

Request:

We are requesting the approval of the Hot Mix 6 Month Supply Bid 2023-067PW.

One bidder responded.

APAC – MS

Item 1: Hot Bituminous Pavement Surface Mix – Pickup by City	\$115.00
Item 2: Hot Bituminous Pavement Surface Mix – Delivered	No Bid
Item 3: Hot Bituminous Pavement Binder Mix – Pickup by City	\$115.00
Item 4: Hot Bituminous Pavement Binder Mix – Delivered	No Bid

This is up \$5.00 per ton from prior 6 Month Supply Bid.

We propose that the Hot Mix 6 Month Supply Bid be awarded to the sole bidder - APAC – MS.

Minute Entry Sign Up Sheet

Date: 1/18/2024

Time: 10:00

Bid # 2023-067PW

Department: PW

Project: HOT MIX 6-MONTH SUPPLY BID

Attendance

Company

Mac Doolal

COT

Kim Hanna

COT

Dev Lewis

COT

BID FORM

**HOT MIX ASPHALT
6-MONTH SUPPLY BID
BID # 2023-067PW**

The undersigned proposes to provide materials which meet 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 proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Specifications	Unit Price
Item 1: Hot Bituminous Pavement Surface Mix – Pickup by City	\$ 115.00
Item 2: Hot Bituminous Pavement Surface Mix – Delivered)	
Item 3: Hot Bituminous Pavement Binder Mix – Pickup by City	\$ 115.00
Item 4: Hot Bituminous Pavement Binder Mix – Delivered	

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: ADAR, MS

Company Representative: Ashley Sansing

Title: Sales Manager

Business Address:

Street: 462 Lake Norris Road

City: Columbus State: MS Zip: 39701

Signature of Bidder: Ashley Sansing

Date: 1-18-24



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, City of Tupelo – Public Works Director

DATE January 22, 2024

SUBJECT: IN THE MATTER OF BID APPROVAL 2023-064PW GUN CLUB RD BOX
CULVERT ARPA PROJECT - CW

Request:

We are requesting the approval of the Gun Club Rd Box Culvert ARPA Project – Bid No. 2023-064PW

8 bidders responded.

Engineers estimated the cost of this project at \$448,750.00.

We are requesting to approve the lowest bidder – Townes Construction Company, Inc.

Bid Amount - \$ 283,901.00

The other bidders were as follows –

Patton Construction	\$328,321.00
Hodges Construction	\$336,657.35
DNA Underground	\$337,499.00
Encor LLC	\$352,766.00
Roberts Builders	\$439,450.00
Pittman Construction	\$442,505.00
Ausbern Construction	\$453,974.94

TABULATION OF BIDS
Gun Club Road Box Culvert
City of Tupelo, MS
Project No. T23-405

BIDS RECEIVED January 12, 2024 @ 10:00 am				Engineer Estimate		Townes Construction Co., Inc. Hwy 8 West Grenada, MS		Patton Construction, LLC P.O. Box 1074 Pontotoc, MS		James A. Hodges Constuction 1281 CR 811 Saltitillo, MS	
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$19,400.00	\$19,400.00	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00
2	Clearing and Grubbing	1	LS	\$25,000.00	\$25,000.00	\$12,400.00	\$12,400.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
3	Removal of Asphalt Pavement	163	SY	\$20.00	\$3,260.00	\$12.00	\$1,956.00	\$10.00	\$1,630.00	\$20.00	\$3,260.00
4	Removal of Pipes (All Type)	15	LF	\$50.00	\$750.00	\$25.00	\$375.00	\$10.00	\$150.00	\$20.00	\$300.00
5	Removal of 72" Steel Culvert	1	LS	\$6,650.00	\$6,650.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$7,575.00	\$7,575.00
6	Erosion Control Measures	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,575.00	\$5,575.00
7	Structure Excavation	576	CY	\$15.00	\$8,640.00	\$9.00	\$5,184.00	\$16.00	\$9,216.00	\$15.00	\$8,640.00
8	Select Borrow Material	550	CY	\$25.00	\$13,750.00	\$15.50	\$8,525.00	\$18.00	\$9,900.00	\$33.98	\$18,689.00
9	Hot Mix Asphalt, ST (9.5mm)	50	TON	\$250.00	\$12,500.00	\$275.00	\$13,750.00	\$240.00	\$12,000.00	\$265.75	\$13,287.50
10	Crushed Stone	75	CY	\$100.00	\$7,500.00	\$82.00	\$6,150.00	\$90.00	\$6,750.00	\$76.16	\$5,712.00
11	Bedding Material (Type 1 DOT Aggregate)	88	CY	\$100.00	\$8,800.00	\$88.00	\$7,744.00	\$90.00	\$7,920.00	\$58.28	\$5,128.64
12	16'x6' Precast Box Culvert	42	LF	\$3,000.00	\$126,000.00	\$1,662.00	\$69,804.00	\$2,400.00	\$100,800.00	\$1,930.78	\$81,092.76
13	16'x6' Precast Wing Wall	2	EA	\$25,000.00	\$50,000.00	\$19,980.00	\$39,960.00	\$19,500.00	\$39,000.00	\$19,365.00	\$38,730.00
14	200# Rip Rap	200	TON	\$85.00	\$17,000.00	\$50.00	\$10,000.00	\$80.00	\$16,000.00	\$53.59	\$10,718.00
15	Geotextile Fabric	400	SY	\$6.00	\$2,400.00	\$4.00	\$1,600.00	\$2.00	\$800.00	\$3.33	\$1,332.00
16	15" HDPE Pipe	55	LF	\$50.00	\$2,750.00	\$30.00	\$1,650.00	\$35.00	\$1,925.00	\$33.51	\$1,843.05
17	15" Pipe Collar	1	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,367.50	\$1,367.50
18	15" Branch Connection	3	EA	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$2,875.00	\$8,625.00
19	18" HDPE Pipe	70	LF	\$50.00	\$3,500.00	\$35.00	\$2,450.00	\$45.00	\$3,150.00	\$37.94	\$2,655.80
20	18" Pipe Collar	1	EA	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$1,367.50	\$1,367.50
21	18" Branch Connection	1	EA	\$750.00	\$750.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$2,875.00	\$2,875.00
22	3" PVC Water Line	84	LF	\$25.00	\$2,100.00	\$32.00	\$2,688.00	\$30.00	\$2,520.00	\$26.11	\$2,193.24
23	3" Machine Tap	2	EA	\$3,000.00	\$6,000.00	\$5,066.00	\$10,132.00	\$600.00	\$1,200.00	\$5,478.00	\$10,956.00
24	3" Gate Valve and Box	2	EA	\$1,500.00	\$3,000.00	\$2,182.00	\$4,364.00	\$1,750.00	\$3,500.00	\$1,212.50	\$2,425.00
25	3" Elbow	2	EA	\$1,000.00	\$2,000.00	\$537.00	\$1,074.00	\$50.00	\$100.00	\$436.05	\$872.10
26	3" Wet Tap and Cap	2	EA	\$1,500.00	\$3,000.00	\$1,785.00	\$3,570.00	\$2,500.00	\$5,000.00	\$5,478.00	\$10,956.00
27	8" DIP Water Line	101	LF	\$50.00	\$5,050.00	\$77.00	\$7,777.00	\$150.00	\$15,150.00	\$56.36	\$5,692.36
28	8" Machine Tap	2	EA	\$5,000.00	\$10,000.00	\$6,047.00	\$12,094.00	\$1,500.00	\$3,000.00	\$6,044.90	\$12,089.80
29	8" Gate Valve and Box	2	EA	\$2,500.00	\$5,000.00	\$4,017.00	\$8,034.00	\$3,500.00	\$7,000.00	\$3,587.60	\$7,175.20
30	8" Elbow	2	EA	\$1,500.00	\$3,000.00	\$1,583.00	\$3,166.00	\$500.00	\$1,000.00	\$733.25	\$1,466.50
31	8" Wet Tap and Cap	2	EA	\$2,000.00	\$4,000.00	\$2,572.00	\$5,144.00	\$8,500.00	\$17,000.00	\$6,044.90	\$12,089.80
32	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$4,725.00	\$4,725.00
33	Diversion Channel	1	LS	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
34	Solid Sodding	1,300	SY	\$7.50	\$9,750.00	\$6.00	\$7,800.00	\$4.50	\$5,850.00	\$5.25	\$6,825.00
35	Construction Fencing	470	LF	\$5.00	\$2,350.00	\$3.00	\$1,410.00	\$8.00	\$3,760.00	\$4.08	\$1,917.60
Total Base Bid				\$448,750.00		\$283,901.00		\$329,821.00		\$336,657.35	

TABULATION OF BIDS
Gun Club Road Box Culvert
City of Tupelo, MS
Project No. T23-405

BIDS RECEIVED January 12, 2024 @ 10:00 am				DNA Underground LLC 16101 S Swan Road Gulfport, MS		ENSCOR, LLC 5566 Commander Dr. Arlington, TN		Roberts Builders, Inc. 204 W. First Street Ripley, MS 38663		Michael Pittman Const., Inc. 509 Pinecrest Corinth, MS 38834	
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$6,700.00	\$6,700.00	\$30,000.00	\$30,000.00	\$28,000.00	\$28,000.00
2	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00	\$11,550.00	\$11,550.00
3	Removal of Asphalt Pavement	163	SY	\$10.00	\$1,630.00	\$5.00	\$815.00	\$20.00	\$3,260.00	\$13.00	\$2,119.00
4	Removal of Pipes (All Type)	15	LF	\$20.00	\$300.00	\$40.00	\$600.00	\$50.00	\$750.00	\$57.00	\$855.00
5	Removal of 72" Steel Culvert	1	LS	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$1,200.00	\$1,200.00	\$4,042.00	\$4,042.00
6	Erosion Control Measures	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$11,550.00	\$11,550.00
7	Structure Excavation	576	CY	\$12.00	\$6,912.00	\$12.00	\$6,912.00	\$15.00	\$8,640.00	\$57.00	\$32,832.00
8	Select Borrow Material	550	CY	\$20.00	\$11,000.00	\$20.00	\$11,000.00	\$35.00	\$19,250.00	\$15.00	\$8,250.00
9	Hot Mix Asphalt, ST (9.5mm)	50	TON	\$285.00	\$14,250.00	\$300.00	\$15,000.00	\$475.00	\$23,750.00	\$288.00	\$14,400.00
10	Crushed Stone	75	CY	\$80.00	\$6,000.00	\$100.00	\$7,500.00	\$145.00	\$10,875.00	\$81.00	\$6,075.00
11	Bedding Material (Type 1 DOT Aggregate)	88	CY	\$76.00	\$6,688.00	\$100.00	\$8,800.00	\$140.00	\$12,320.00	\$100.00	\$8,800.00
12	16'x6' Precast Box Culvert	42	LF	\$1,875.00	\$78,750.00	\$2,862.00	\$120,204.00	\$2,120.00	\$89,040.00	\$2,310.00	\$97,020.00
13	16'x6' Precast Wing Wall	2	EA	\$22,900.00	\$45,800.00	\$26,000.00	\$52,000.00	\$32,000.00	\$64,000.00	\$34,650.00	\$69,300.00
14	200# Rip Rap	200	TON	\$70.00	\$14,000.00	\$65.00	\$13,000.00	\$60.00	\$12,000.00	\$92.00	\$18,400.00
15	Geotextile Fabric	400	SY	\$3.75	\$1,500.00	\$5.00	\$2,000.00	\$6.25	\$2,500.00	\$5.00	\$2,000.00
16	15" HDPE Pipe	55	LF	\$41.00	\$2,255.00	\$55.00	\$3,025.00	\$75.00	\$4,125.00	\$30.00	\$1,650.00
17	15" Pipe Collar	1	EA	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,732.00	\$1,732.00
18	15" Branch Connection	3	EA	\$750.00	\$2,250.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$2,310.00	\$6,930.00
19	18" HDPE Pipe	70	LF	\$53.00	\$3,710.00	\$60.00	\$4,200.00	\$75.00	\$5,250.00	\$41.00	\$2,870.00
20	18" Pipe Collar	1	EA	\$825.00	\$825.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,732.00	\$1,732.00
21	18" Branch Connection	1	EA	\$825.00	\$825.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$2,888.00	\$2,888.00
22	3" PVC Water Line	84	LF	\$36.00	\$3,024.00	\$15.00	\$1,260.00	\$30.00	\$2,520.00	\$12.00	\$1,008.00
23	3" Machine Tap	2	EA	\$2,200.00	\$4,400.00	\$6,000.00	\$12,000.00	\$6,750.00	\$13,500.00	\$4,043.00	\$8,086.00
24	3" Gate Valve and Box	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,700.00	\$5,400.00	\$1,386.00	\$2,772.00
25	3" Elbow	2	EA	\$350.00	\$700.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$462.00	\$924.00
26	3" Wet Tap and Cap	2	EA	\$6,800.00	\$13,600.00	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$2,900.00	\$5,800.00
27	8" DIP Water Line	101	LF	\$100.00	\$10,100.00	\$60.00	\$6,060.00	\$140.00	\$14,140.00	\$70.00	\$7,070.00
28	8" Machine Tap	2	EA	\$3,200.00	\$6,400.00	\$8,500.00	\$17,000.00	\$12,000.00	\$24,000.00	\$5,775.00	\$11,550.00
29	8" Gate Valve and Box	2	EA	\$2,700.00	\$5,400.00	\$2,500.00	\$5,000.00	\$5,400.00	\$10,800.00	\$4,043.00	\$8,086.00
30	8" Elbow	2	EA	\$725.00	\$1,450.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$809.00	\$1,618.00
31	8" Wet Tap and Cap	2	EA	\$10,800.00	\$21,600.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$5,775.00	\$11,550.00
32	Maintenance of Traffic	1	LS	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$6,750.00	\$6,750.00	\$28,875.00	\$28,875.00
33	Diversion Channel	1	LS	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$13,500.00	\$13,500.00	\$5,775.00	\$5,775.00
34	Solid Sodding	1,300	SY	\$5.00	\$6,500.00	\$6.00	\$7,800.00	\$5.00	\$6,500.00	\$6.00	\$7,800.00
35	Construction Fencing	470	LF	\$4.00	\$1,880.00	\$7.00	\$3,290.00	\$4.00	\$1,880.00	\$6.00	\$2,820.00
Total Base Bid				\$337,499.00		\$352,766.00		\$439,450.00		\$436,729.00	

TABULATION OF BIDS
Gun Club Road Box Culvert
City of Tupelo, MS
Project No. T23-405

BIDS RECEIVED January 12, 2024 @ 10:00 am				Ausbern Construction Co., Inc. P.O. Drawer 329 Okolona, MS							
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$40,700.00	\$40,700.00						
2	Clearing and Grubbing	1	LS	\$28,500.00	\$28,500.00						
3	Removal of Asphalt Pavement	163	SY	\$15.00	\$2,445.00						
4	Removal of Pipes (All Type)	15	LF	\$35.00	\$525.00						
5	Removal of 72" Steel Culvert	1	LS	\$6,500.00	\$6,500.00						
6	Erosion Control Measures	1	LS	\$4,500.00	\$4,500.00						
7	Structure Excavation	576	CY	\$14.00	\$8,064.00						
8	Select Borrow Material	550	CY	\$40.00	\$22,000.00						
9	Hot Mix Asphalt, ST (9.5mm)	50	TON	\$320.00	\$16,000.00						
10	Crushed Stone	75	CY	\$135.00	\$10,125.00						
11	Bedding Material (Type 1 DOT Aggregate)	88	CY	\$160.00	\$14,080.00						
12	16'x6' Precast Box Culvert	42	LF	\$3,200.00	\$134,400.00						
13	16'x6' Precast Wing Wall	2	EA	\$32,500.00	\$65,000.00						
14	200# Rip Rap	200	TON	\$90.00	\$18,000.00						
15	Geotextile Fabric	400	SY	\$6.00	\$2,400.00						
16	15" HDPE Pipe	55	LF	\$37.00	\$2,035.00						
17	15" Pipe Collar	1	EA	\$2,500.00	\$2,500.00						
18	15" Branch Connection	3	EA	\$1,500.00	\$4,500.00						
19	18" HDPE Pipe	70	LF	\$45.00	\$3,150.00						
20	18" Pipe Collar	1	EA	\$2,750.00	\$2,750.00						
21	18" Branch Connection	1	EA	\$1,800.00	\$1,800.00						
22	3" PVC Water Line	84	LF	\$33.79	\$2,838.36						
23	3" Machine Tap	2	EA	\$5,307.50	\$10,615.00						
24	3" Gate Valve and Box	2	EA	\$2,285.80	\$4,571.60						
25	3" Elbow	2	EA	\$562.10	\$1,124.20						
26	3" Wet Tap and Cap	2	EA	\$1,870.00	\$3,740.00						
27	8" DIP Water Line	101	LF	\$81.28	\$8,209.28						
28	8" Machine Tap	2	EA	\$63.35	\$126.70						
29	8" Gate Valve and Box	2	EA	\$4,208.60	\$8,417.20						
30	8" Elbow	2	EA	\$1,658.80	\$3,317.60						
31	8" Wet Tap and Cap	2	EA	\$2,695.00	\$5,390.00						
32	Maintenance of Traffic	1	LS	\$5,500.00	\$5,500.00						
33	Diversion Channel	1	LS	\$1.00	\$1.00						
34	Solid Sodding	1,300	SY	\$6.00	\$7,800.00						
35	Construction Fencing	470	LF	\$5.00	\$2,350.00						

Total Base Bid

\$453,974.94



509 Pinecrest

Corinth, MS 38834

COR# - 08794-MC

Bid for Site Work – Gun Club Road Box Culvert FOR City of Tupelo, MS

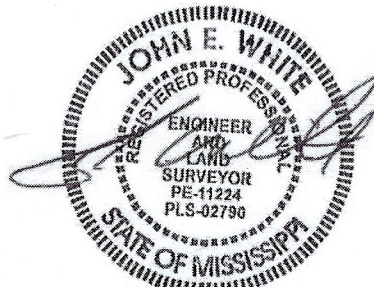
(BID #2023-064PW)

Tupelo, MS 38801

ESI PROJECT NO.:
T23-405

DATE:
November 2023

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
GUN CLUB ROAD BOX CULVERT
FOR THE
CITY OF TUPELO, MISSISSIPPI
(BID # 2023-064PW)



11-29-23



**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of Michael Pittman Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No Addendums

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>Twenty-eight thousand dollars & $\frac{00}{100}$</u>	\$ <u>28,000.⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>Eleven thousand five- hundred fifty dollars & $\frac{00}{100}$</u>	\$ <u>11,550.⁰⁰</u>
3.	Removal of Asphalt Pavement	163 S.Y.	<u>Thirteen dollars & $\frac{00}{100}$</u>	\$ <u>2,119.⁰⁰</u>
4.	Removal of Pipe (All Type)	15 L. F.	<u>Fifty-seven dollars & $\frac{00}{100}$</u>	\$ <u>855.⁰⁰</u>
5.	Removal of 72" Steel Culvert	1 L.S.	<u>Four thousand forty- two dollars & $\frac{00}{100}$</u>	\$ <u>4,042.⁰⁰</u>
6.	Erosion Control Measures	1 L.S.	<u>Eleven thousand five hundred fifty dollars & $\frac{00}{100}$</u>	\$ <u>11,550.⁰⁰</u>
7.	Structure Excavation	576 C.Y.	<u>Fifty-seven dollars & $\frac{00}{100}$</u>	\$ <u>32,832.⁰⁰</u>
8.	Select Borrow Material	550 C.Y.	<u>Fifteen dollars & $\frac{00}{100}$</u>	\$ <u>8,250.⁰⁰</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	<u>Two hundred eighty- eight dollars & $\frac{00}{100}$</u>	\$ <u>14,400.⁰⁰</u>
10.	Crushed Stone	75 C.Y.	<u>Eighty-one dollars & $\frac{00}{100}$</u>	\$ <u>6,075.⁰⁰</u>

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	One hundred dollars & $\frac{80}{100}$	\$ 8,800. ⁰⁰
12.	16' x 6' Precast Box Culvert	42 L.F.	Two thousand three hundred ten dollars & $\frac{20}{100}$	\$ 97,020. ⁰⁰
13.	16' x 6' Precast Wing Wall	2 EA.	Thirty-four thousand six hundred fifty dollars & $\frac{60}{100}$	\$ 69,300. ⁰⁰
14.	200# Rock Rip Rap	200 Ton	Twenty-two dollars & $\frac{20}{100}$	\$ 18,400. ⁰⁰
15.	Geotextile Fabric	400 S.Y.	Five dollars & $\frac{00}{100}$	\$ 2,000. ⁰⁰
16.	15" HDPE Pipe	55 L.F.	Thirty dollars & $\frac{50}{100}$	\$ 1,650. ⁰⁰
17.	15" Pipe Collar	1 EA.	One thousand seven hundred thirty-two dollars & $\frac{20}{100}$	\$ 1,732. ⁰⁰
18.	15" Branch Connection	3 EA.	Two thousand three hundred ten dollars & $\frac{30}{100}$	\$ 6,930. ⁰⁰
19.	18" HDPE Pipe	70 L.F.	Forty-one dollars & $\frac{70}{100}$	\$ 2,870. ⁰⁰
20.	18" Pipe Collar	1 EA.	One thousand seven hundred thirty-two dollars & $\frac{20}{100}$	\$ 1,732. ⁰⁰
21.	18" Branch Connection	1 EA.	Two thousand eight hundred eighty-eight dollars & $\frac{40}{100}$	\$ 8,664. ⁰⁰
22.	3" PVC Water Line	84 L.F.	Twelve dollars & $\frac{00}{100}$	\$ 1,008. ⁰⁰
23.	3" Machine Tap	2 EA.	Four thousand forty- three dollars & $\frac{86}{100}$	\$ 8,086. ⁰⁰
24.	3" Gate Valve and Box	2 EA.	One thousand three hundred eighty-six dollars & $\frac{72}{100}$	\$ 2,772. ⁰⁰

25.	3" Elbow	2 EA.	<u>Four hundred sixty-two</u> <u>dollars & 00/100</u>	\$ <u>924.00</u>
26.	3" Wet Tap and Cap	2 EA.	<u>Two thousand nine</u> <u>hundred dollars & 00/100</u>	\$ <u>5,800.00</u>
27.	8" DIP Water Line	101 L.F.	<u>Seventy dollars & 00/100</u>	\$ <u>7,070.00</u>
28.	8" Machine Tap	2 EA.	<u>Five thousand seven</u> <u>hundred seventy-five</u> <u>dollars & 00/100</u>	\$ <u>11,560.00</u>
29.	8" Gate Valve and Box	2 EA.	<u>Four thousand forty-</u> <u>three dollars & 00/100</u>	\$ <u>4,043.00</u>
30.	8" Elbow	2 EA.	<u>Eight hundred nine</u> <u>dollars & 00/100</u>	\$ <u>1,618.00</u>
31.	8" Wet Tap and Cap	2 EA.	<u>Five thousand seven</u> <u>hundred seventy-five</u> <u>dollars & 00/100</u>	\$ <u>11,560.00</u>
32.	Maintenance of Traffic	1 L.S.	<u>Twenty-eight thousand</u> <u>eight hundred seventy-</u> <u>five dollars & 00/100</u>	\$ <u>28,875.00</u>
33.	Diversion Channel	1 L.S.	<u>Five thousand seven</u> <u>hundred seventy-five</u> <u>dollars & 00/100</u>	\$ <u>5,775.00</u>
34.	Solid Sodding	1,300 S.Y.	<u>six dollars & 00/100</u>	\$ <u>7,800.00</u>
35.	Construction Fencing	470 Lin. Ft.	<u>six dollars & 00/100</u>	\$ <u>2,820.00</u>

TOTAL OF BID ITEMS (1-35)\$ 442,505.00

\$ Four hundred forty-two thousand five hundred five dollars & 00/100
 (TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Michael Pittman Construction, Inc. Attest: *Mark Houtz*
 Signature *Tyler Pittman* SEAL (if Bid is by a Corporation)
 Title Vice President
 Address 509 Pinecrest
Corinth, MS 38834



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

Gun Club Road Box Culvert

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

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

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

Signed and sealed this 12th day of January, 2024.

(Witness)

(Witness) Blake Johnson

Michael Pittman Construction Co., Inc.
(Principal)

By: 
(Title) P.O.

The Gray Casualty & Surety Company
(Surety)

By: 
(Title) Stephen Wesley Price, Jr., Attorney-in-Fact



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Michael Pittman Construction Co., Inc.

Obligee: City of Tupelo, Mississippi

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

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



Leigh Anne Henican
Notary Public
Notary ID No. 92853
Orleans Parish, Louisiana

Leigh Anne Henican

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

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of January, 2024.

Mark S. Mangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of January, 2024.

Leigh Anne Henican



**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, _____,
as Principal, and _____
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of _____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

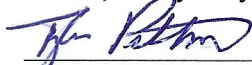
Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

 _____ (L.S.)
(Principal)

(Surety)

By: _____

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

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of ~~Mississippi~~ TN, doing business as LLC.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

N/A

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	SIX THOUSAND SEVEN HUNDRED 6700.00	\$ 6700.00
2.	Clearing and Grubbing	1 L.S.	TWELVE THOUSAND DOLLARS 12000.00	\$ 12000.00
3.	Removal of Asphalt Pavement	163 S.Y.	FIVE DOLLARS 5.00	\$ 815.00
4.	Removal of Pipe (All Type)	15 L. F.	FORTY DOLLARS 40.00	\$ 600.00
5.	Removal of 72" Steel Culvert	1 L.S.	SEVENTY FIVE HUNDRED DOLLARS 7500.00	\$ 7500.00
6.	Erosion Control Measures	1 L.S.	TWO THOUSAND DOLLARS 2000.00	\$ 2000.00
7.	Structure Excavation	576 C.Y.	TWELVE DOLLARS 12.00	\$ 6912.00
8.	Select Borrow Material	550 C.Y.	TWENTY DOLLARS 20.00	\$ 11000.00
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	THREE HUNDRED DOLLARS 300.00	\$ 15000.00
10.	Crushed Stone	75 C.Y.	ONE HUNDRED DOLLARS 100.00	\$ 7500.00

11.	Bedding Material (Type I DOT Aggregate)	88 C.Y.	ONE HUNDRED DOLLARS <u>100.00</u>	\$ <u>8800.00</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	TWO THOUSAND EIGHT HUNDRED SIXTY TWO <u>2862.00</u>	\$ <u>120,204.00</u>
13.	16' x 6' Precast Wing Wall	2 EA.	TWENTY SIX THOUSAND <u>26000.00</u>	\$ <u>52000.00</u>
14.	200# Rock Rip Rap	200 Ton	SIXTY FIVE DOLLARS <u>65.00</u>	\$ <u>13000.00</u>
15.	Geotextile Fabric	400 S.Y.	FIVE DOLLARS <u>5.00</u>	\$ <u>2000.00</u>
16.	15" HDPE Pipe	55 L.F.	FIFTY FIVE DOLLARS DOLLARS <u>55.00</u>	\$ <u>3025.00</u>
17.	15" Pipe Collar	1 EA.	ONE THOUSAND DOLLARS <u>1000.00</u>	\$ <u>1000.00</u>
18.	15" Branch Connection	3 EA.	FIFTEEN HUNDRED DOLLARS <u>1500.00</u>	\$ <u>4500.00</u>
19.	18" HDPE Pipe	70 L.F.	SIXTY DOLLARS <u>60.00</u>	\$ <u>4200.00</u>
20.	18" Pipe Collar	1 EA.	ONE THOUSAND DOLLARS <u>1000.00</u>	\$ <u>1000.00</u>
21.	18" Branch Connection	1 EA.	FIFTEEN HUNDRED DOLLARS <u>1500.00</u>	\$ <u>1500.00</u>
22.	3" PVC Water Line	84 L.F.	FIFTEEN DOLLARS <u>15.00</u>	\$ <u>1260.00</u>
23.	3" Machine Tap	2 EA.	SIX THOUSAND DOLLARS <u>6000.00</u>	\$ <u>12000.00</u>
24.	3" Gate Valve and Box	2 EA.	FIFTEEN HUNDRED DOLLARS <u>1500.00</u>	\$ <u>3000.00</u>

25.	3" Elbow	2 EA.	<u>FIVE HUNDRED</u> <u>DOLLARS</u> <u>500.00</u>	<u>\$ 1000.00</u>
26.	3" Wet Tap and Cap	2 EA.	<u>ONE THOUSAND</u> <u>DOLLARS</u> <u>1000.00</u>	<u>\$ 2000.00</u>
27.	8" DIP Water Line	101 L.F.	<u>SIXTY DOLLARS</u> <u>60.00</u>	<u>\$ 6060.00</u>
28.	8" Machine Tap	2 EA.	<u>EIGHT THOUSAND</u> <u>FIVE HUNDRED</u> <u>8500.00</u>	<u>\$ 17000.00</u>
29.	8" Gate Valve and Box	2 EA.	<u>TWO THOUSAND</u> <u>FIVE HUNDRED</u> <u>2500.00</u>	<u>\$ 5000.00</u>
30.	8" Elbow	2 EA.	<u>EIGHT HUNDRED</u> <u>DOLLARS</u> <u>800.00</u>	<u>\$ 1600.00</u>
31.	8" Wet Tap and Cap	2 EA.	<u>TWO THOUSAND</u> <u>FIVE HUNDRED</u> <u>2500.00</u>	<u>\$ 5000.00</u>
32.	Maintenance of Traffic	1 L.S.	<u>THREE THOUSAND</u> <u>DOLLARS</u> <u>\$ 3000.00</u>	<u>\$ 3000.00</u>
33.	Diversion Channel	1 L.S.	<u>THREE THOUSAND</u> <u>FIVE HUNDRED</u> <u>3500.00</u>	<u>\$ 3500.00</u>
34.	Solid Sodding	1,300 S.Y.	<u>SIX DOLLARS</u> <u>6.00</u>	<u>\$ 7800.00</u>
35.	Construction Fencing	470 Lin. Ft.	<u>SEVEN DOLLARS</u> <u>7.00</u>	<u>\$ 3290.00</u>

TOTAL OF BID ITEMS (1-35)

\$ 352,766.00

\$ THREE HUNDRED FIFTY TWO THOUSAND SEVEN HUNDRED
 (TOTAL IN WORDS) SIXTY SIX DOLLARS

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company

ENSON, LLC

Attest:

Cynthia H. Ammer
SEAL (if Bid is by a Corporation)

Signature

[Signature]

Title

OWNER

Address

5566 COMMANDER
ARLINGTON, TN 38002

GUN CLUB ROAD BOX CULVERT CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, ENSCOR, LLC,
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent of amount bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: [Signature] (L.S.)
(Principal)

Travelers Casualty and Surety Company of America
(Surety)

By: [Signature]
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD, 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.

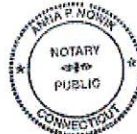
By: _____

Robert L. Raney
 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
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **January**, 2024 .



Kevin E. Hughes
 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 #	2023-064PW		Gun Club Road Box Culvert			
Name	CR	BID BOND	Signed	ADD	Bid Amount	ALTERNATE
PATTON CONST	15777-MC	GRAY	MANAGER		\$ 328,321.00	
DNA UNDERGROUND	20907-MC	HARTFORD	OWNER		\$ 337,499.00	
PITTMAN CONST	08794-MC	GRAY	VP		\$ 442,505.00	
TOWNES CONST	07443-MC	GRANITE RE	PRES		\$ 283,901.00	
AUSBERN CONST	08212-MC	SWISS RE	PRES		\$ 453,974.94	
ENSCOR LLC	12345-MC	TRAVELRS	OWNER		\$ 352,766.00	
HODGES CONST	13510-MC	GRAY	PRES		\$ 336,657.35	
ROBERTS BUILDERS	04854-MC	TRAVELRS	SEC TRES		\$ 439,450.00	

January 12, 2024

T23-405

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attention: Chuck Williams

RE: GUN CLUB ROAD BOX CULVERT

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 Townes Construction Company, Inc. of Grenada, MS, submitted the lowest bid in the amount of \$283,901.00.

The Engineers estimate was \$448,750.00. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

John White	Engineering Solutions, Inc.
Ben Hunter	ICM
Jayne Baker	ICM
Andy Hodges	James A. Hodges Construction
Chad Rankin	James A. Hodges Construction
Terry Ausbern	Ausbern Construction
Joe Williams	ICM
Shawn Gray	Townes Construction Co., Inc.
Casey Lewis	ENSCOR. LLC
Jarrett Roberts	Roberts Builders
Ben Logan	City of Tupelo
Traci Dillard	City of Tupelo
Chuck Williams	City of Tupelo
Stephen Reed	City of Tupelo



John White, PE, PLS

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of TOWNE'S CONSTRUCTION CO. INC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as A CORPORATION.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

NONE

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>19,400.00</u> <u>NINETEEN THOUSAND FOUR</u> <u>HUNDRED DOLLARS</u>	\$ <u>19,400.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>12,400.00</u> <u>TWELVE THOUSAND FOUR</u> <u>HUNDRED DOLLARS</u>	\$ <u>12,400.00</u>
3.	Removal of Asphalt Pavement	163 S.Y.	<u>12.00</u> <u>TWELVE DOLLARS</u>	\$ <u>1,956.00</u>
4.	Removal of Pipe (All Type)	15 L. F.	<u>25.00</u> <u>NO 25.00 FROM 25.00</u> <u>TWENTY FIVE DOLLARS</u>	\$ <u>375.00</u>
5.	Removal of 72" Steel Culvert	1 L.S.	<u>3,000.00</u> <u>THREE THOUSAND</u> <u>DOLLARS</u>	\$ <u>3,000.00</u>
6.	Erosion Control Measures	1 L.S.	<u>2,500.00</u> <u>TWO THOUSAND FIVE</u> <u>HUNDRED DOLLARS</u>	\$ <u>2,500.00</u>
7.	Structure Excavation	576 C.Y.	<u>9.00</u> <u>NINE DOLLARS</u>	\$ <u>5,184.00</u>
8.	Select Borrow Material	550 C.Y.	<u>15.50</u> <u>FIFTEEN DOLLARS</u> <u>FIFTY CENTS</u>	\$ <u>8,525.00</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	<u>275.00</u> <u>TWO HUNDRED SEVENTY</u> <u>FIVE DOLLARS</u>	\$ <u>13,750.00</u>
10.	Crushed Stone	75 C.Y.	<u>82.00</u> <u>EIGHTY TWO DOLLARS</u>	\$ <u>6,150.00</u>

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	<u>88.00</u> <u>Eighty Eight Dollars</u>	<u>\$ 7,744.00</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	<u>1,662.00</u> <u>One Thousand Six Hundred Sixty Two Dollars</u>	<u>\$ 69,804.00</u>
13.	16' x 6' Precast Wing Wall	2 EA.	<u>19,980.00</u> <u>Nineteen Thousand Nine Hundred Eighty Dollars</u>	<u>\$ 39,960.00</u>
14.	200# Rock Rip Rap	200 Ton	<u>50.00</u> <u>Fifty Dollars</u>	<u>\$ 10,000.00</u>
15.	Geotextile Fabric	400 S.Y.	<u>4.00</u> <u>Four Dollars</u>	<u>\$ 1,600.00</u>
16.	15" HDPE Pipe	55 L.F.	<u>30.00</u> <u>Thirty Dollars</u>	<u>\$ 1,650.00</u>
17.	15" Pipe Collar	1 EA.	<u>500.00</u> <u>Five Hundred Dollars</u>	<u>\$ 500.00</u>
18.	15" Branch Connection	3 EA.	<u>500.00</u> <u>Five Hundred Dollars</u>	<u>\$ 1,500.00</u>
19.	18" HDPE Pipe	70 L.F.	<u>35.00</u> <u>Thirty Five Dollars</u>	<u>\$ 2,450.00</u>
20.	18" Pipe Collar	1 EA.	<u>600.00</u> <u>Six Hundred Dollars</u>	<u>\$ 600.00</u>
21.	18" Branch Connection	1 EA.	<u>600.00</u> <u>Six Hundred Dollars</u>	<u>\$ 600.00</u>
22.	3" PVC Water Line	84 L.F.	<u>32.00</u> <u>Thirty Two Dollars</u>	<u>\$ 2,688.00</u>
23.	3" Machine Tap	2 EA.	<u>5,066.00</u> <u>Five Thousand Sixty Six Dollars</u>	<u>\$ 10,132.00</u>
24.	3" Gate Valve and Box	2 EA.	<u>2,182.00</u> <u>Two Thousand One Hundred Eighty Two Dollars</u>	<u>\$ 4,364.00</u>

25.	3" Elbow	2 EA.	<u>537.00</u> <u>FIVE HUNDRED THIRTY</u> <u>SEVEN DOLLARS</u>	\$ <u>1,074.00</u>
26.	3" Wet Tap and Cap	2 EA.	<u>1785.00</u> <u>ONE THOUSAND SEVEN</u> <u>HUNDRED EIGHTY FIVE DOLLARS</u>	\$ <u>3,570.00</u>
27.	8" DIP Water Line	101 L.F.	<u>77.00</u> <u>SEVENTY SEVEN</u> <u>DOLLARS</u>	\$ <u>7,777.00</u>
28.	8" Machine Tap	2 EA.	<u>6,047.00</u> <u>SIX THOUSAND FORTY</u> <u>SEVEN DOLLARS</u>	\$ <u>12,094.00</u>
29.	8" Gate Valve and Box	2 EA.	<u>4,017.00</u> <u>FOUR THOUSAND SEVENTEEN</u> <u>DOLLARS</u>	\$ <u>8,034.00</u>
30.	8" Elbow	2 EA.	<u>1,583.00</u> <u>ONE THOUSAND FIVE HUNDRED</u> <u>EIGHTY THREE DOLLARS</u>	\$ <u>3,166.00</u>
31.	8" Wet Tap and Cap	2 EA.	<u>2,572.00</u> <u>TWO THOUSAND FIVE HUNDRED</u> <u>SEVENTY TWO DOLLARS</u>	\$ <u>5,144.00</u>
32.	Maintenance of Traffic	1 L.S.	<u>3,000.00</u> <u>THREE THOUSAND</u> <u>DOLLARS</u>	\$ <u>3,000.00</u>
33.	Diversion Channel	1 L.S.	<u>4,000.00</u> <u>FOUR THOUSAND</u> <u>DOLLARS</u>	\$ <u>4,000.00</u>
34.	Solid Sodding	1,300 S.Y.	<u>6.00</u> <u>SIX DOLLARS</u>	\$ <u>7,800.00</u>
35.	Construction Fencing	470 Lin. Ft.	<u>3.00</u> <u>THREE DOLLARS</u>	\$ <u>1,410.00</u>

TOTAL OF BID ITEMS (1-35)

\$ 283,901.00

\$ Two Hundred Eighty Three Thousand Nine Hundred One Dollars - No Cents
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company TOWNES Construction Co., Inc.

Attest: 

Signature Armstrong Townes

SEAL (if Bid is by a Corporation)

Title PRESIDENT

Address 16398 HWY 8 WEST
GRANADA MS 38901

183
GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Townes Construction Co., Inc, 16398 Hwy 8, West
Grenada, MS 38901

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Tupelo, 71 E. Troy St, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Bid Amount, Dollars (\$ 5% of amount bid)

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

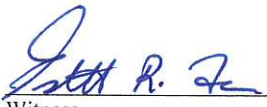
Project: Gun Club Road Box Culvert, City of Tupelo, Mississippi

Bid Date: 1/12/2024

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

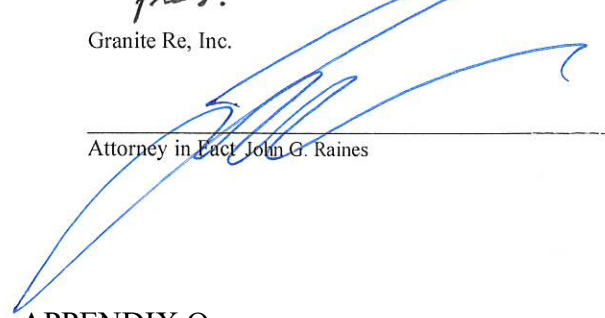
Signed and sealed this 12th day of January, 2024.



Witness

Townes Construction Co., Inc


Title Pres. (Seal)

Granite Re, Inc.


Attorney in Fact John G. Raines (Seal)

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

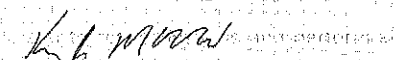
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



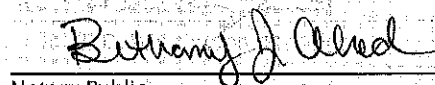

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

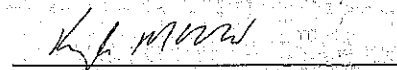
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
12th day of January, 2024.




Kyle P. McDonald, Assistant Secretary

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of James A. Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	\$21,000.00 Twenty-One Thousand Dollars	\$ 21,000.00
2.	Clearing and Grubbing	1 L.S.	\$7,500.00 Seven Thousand and Five Hundred Dollars	\$ 7,500.00
3.	Removal of Asphalt Pavement	163 S.Y.	\$20.00 Twenty Dollars	\$ 3,260.00
4.	Removal of Pipe (All Type)	15 L. F.	\$20.00 Twenty Dollars	\$ 300.00
5.	Removal of 72" Steel Culvert	1 L.S.	\$7,575.00 Seven Thousand Five Hundred and Seventy-Five Dollars	\$ 7,575.00
6.	Erosion Control Measures	1 L.S.	\$5,575.00 Five Thousand Five Hundred and Seventy-Five Dollars	\$ 5,575.00
7.	Structure Excavation	576 C.Y.	\$15.00 Fifteen Dollars	\$ 8,640.00
8.	Select Borrow Material	550 C.Y.	\$33.98 Thirty-Three Dollars and Ninety-Eight Cents	\$ 18,689.00
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	\$265.75 Two Hundred Sixty-Five Dollars and Seventy-Five Cents	\$ 13,287.50
10.	Crushed Stone	75 C.Y.	\$76.16 Seventy-Six Dollars and Sixteen Cents	\$ 5,712.00

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	\$58.28 Fifty-Eight Dollars and Twenty-Eight Cents	\$ 5,128.64
12.	16' x 6' Precast Box Culvert	42 L.F.	\$1,930.78 One Thousand Nine Hundred Thirty Dollars and Seventy-Eight Cents	\$ 81,092.76
13.	16' x 6' Precast Wing Wall	2 EA.	\$19,365.00 Nineteen Thousand Three Hundred and Sixty-Five Dollars	\$ 38,730.00
14.	200# Rock Rip Rap	200 Ton	\$53.59 Fifty-Three Dollars and Fifty-Nine Cents	\$ 10,718.00
15.	Geotextile Fabric	400 S.Y.	\$3.33 Three Dollars and Thirty-Three Cents	\$ 1,332.00
16.	15" HDPE Pipe	55 L.F.	\$33.51 Thirty-Three Dollars and Fifty-Cents	\$ 1,843.05
17.	15" Pipe Collar	1 EA.	\$1,367.50 One Thousand Three Hundred Sixty- Seven Dollars and Fifty Cents	\$ 1,367.50
18.	15" Branch Connection	3 EA.	\$2,875.00 Two Thousand Eight Hundred and Seventy-Five Dollars	\$ 8,625.00
19.	18" HDPE Pipe	70 L.F.	\$37.94 Thirty-Seven and Ninety-Four Cents	\$ 2,656.80
20.	18" Pipe Collar	1 EA.	\$1,367.50 One Thousand Three Hundred Sixty- Seven Dollars and Fifty Cents	\$ 1,367.50
21.	18" Branch Connection	1 EA.	\$2,875.00 Two Thousand Eight Hundred and Seventy-Five Dollars	\$ 2,875.00
22.	3" PVC Water Line	84 L.F.	\$26.11 Twenty-Six Dollars and Eleven Cents	\$ 2,193.24
23.	3" Machine Tap	2 EA.	\$5,478.00 Five Thousand Four Hundred and Seventy-Eight Dollars	\$ 10,956.00
24.	3" Gate Valve and Box	2 EA.	\$1,212.50 One Thousand Two Hundred Twelve Dollars and Fifty Cents	\$ 2,425.00

25.	3" Elbow	2 EA.	\$436.05 Four Hundred Thirty-Six Dollars and Five Cents	\$ 872.10
26.	3" Wet Tap and Cap	2 EA.	\$5,478.00 Five Thousand Four Hundred and Seventy-Eight Dollars	\$ 10,956.00
27.	8" DIP Water Line	101 L.F.	\$56.36 Fifty-Six Dollars and Thirty-Six Cents	\$ 5,692.36
28.	8" Machine Tap	2 EA.	\$6,044.90 Six Thousand Forty-Four Dollars and Ninety Cents	\$ 12,089.80
29.	8" Gate Valve and Box	2 EA.	\$3,587.60 Three Thousand Five Hundred Eighty- Seven Dollars and Sixty Cents	\$ 7,175.20
30.	8" Elbow	2 EA.	\$733.25 Seven Hundred Thirty-Three Dollars and Twenty-Five Cents	\$ 1,466.50
31.	8" Wet Tap and Cap	2 EA.	\$6,044.90 Six Thousand Forty-Four Dollars and Ninety Cents	\$ 12,089.80
32.	Maintenance of Traffic	1 L.S.	\$4,725.00 Four Thousand Seven Hundred and Twenty-Five Dollars	\$ 4,725.00
33.	Diversion Channel	1 L.S.	\$10,000 Ten Thousand Dollars	\$ 10,000.00
34.	Solid Sodding	1,300 S.Y.	\$5.25 Five Dollars and Twenty-Five Cents	\$ 6,825.00
35.	Construction Fencing	470 Lin. Ft.	\$4.08 Four Dollars and Eight Cents	\$ 1,917.60

TOTAL OF BID ITEMS (1-35)**\$ 336,657.36****\$ Three Hundred Thirty-Six Thousand Six Hundred Fifty-Seven Dollars and Thirty-Five Cents****(TOTAL IN WORDS)**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company James A. Hodges Construction, Inc.

Attest: Allison Wood
SEAL (if Bid is by a Corporation)

Signature *Jim A. Huy*

Title President

Address 1281 CR 811

Saltillo, MS 38866



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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE James A. Hodges Construction Inc.

1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

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

as Surety, hereinafter called the Surety, are held and firmly bound unto 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 Gun Club Road Box Culvert, City of Tupelo, MS Bid # 2023-064PW

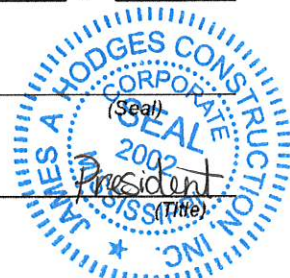
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of January, 2024

Alison Wood
(Witness)

James A. Hodges Construction Inc.
(Principal)

By: Ja A Hug



Austin Dunn
(Witness)



The Gray Casualty & Surety Company
(Surety)

By: Ardlen Mitts
Attorney-in-Fact Fielden Mitts

(Seal)

(Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

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GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: James A. Hodges Construction Inc.

Obligee: City of Tupelo

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

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of January, 2024.

Leigh Anne Henican



**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of Patton Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a limited liability company.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

None

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	\$15,000.00 Fifteen thousand dollars	\$ \$15,000.00
2.	Clearing and Grubbing	1 L.S.	\$15,000.00 Fifteen thousand dollars	\$ 15,000.00
3.	Removal of Asphalt Pavement	163 S.Y.	\$10.00 Ten dollars	\$ 1,630.00
4.	Removal of Pipe (All Type)	15 L. F.	\$10.00 Ten dollars	\$ 150.00
5.	Removal of 72" Steel Culvert	1 L.S.	\$2,500.00 Two thousand five hundred dollars	\$ 2,500.00
6.	Erosion Control Measures	1 L.S.	\$5,000.00 Five thousand dollars	\$ 5,000.00
7.	Structure Excavation	576 C.Y.	\$16.00 Sixteen dollars	\$ 9,216.00
8.	Select Borrow Material	550 C.Y.	\$18.00 Eighteen dollars	\$ 9,900.00
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	\$240.00 Two hundred forty dollars	\$ 12,000.00
10.	Crushed Stone	75 C.Y.	\$90.00 Ninety dollars	\$ 6,750.00

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	<u>\$90.00</u> <u>Ninety dollars</u>	<u>\$ 7,920.00</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	<u>\$2,840.00</u> <u>Two thousand four hundred dollars</u>	<u>\$ 100,800.00</u>
13.	16' x 6' Precast Wing Wall	2 EA.	<u>\$19,500.00</u> <u>Nineteen thousand five hundred dollars</u>	<u>\$ 39,000.00</u>
14.	200# Rock Rip Rap	200 Ton	<u>\$80.00</u> <u>Eighty dollars</u>	<u>\$ 16,000.00</u>
15.	Geotextile Fabric	400 S.Y.	<u>\$2.00</u> <u>Two dollars</u>	<u>\$ \$800.00</u>
16.	15" HDPE Pipe	55 L.F.	<u>\$35.00</u> <u>Thirty-five dollars</u>	<u>\$ 1,925.00</u>
17.	15" Pipe Collar	1 EA.	<u>\$1,500.00</u> <u>One thousand five hundred</u>	<u>\$ \$1,500.00</u>
18.	15" Branch Connection	3 EA.	<u>\$1,500.00</u> <u>One thousand five hundred</u>	<u>\$ 4,500.00</u>
19.	18" HDPE Pipe	70 L.F.	<u>\$45.00</u> <u>Forty-five dollars</u>	<u>\$ 3,150.00</u>
20.	18" Pipe Collar	1 EA.	<u>\$1,500.00</u> <u>One thousand five hundred</u>	<u>\$ 1,500.00</u>
21.	18" Branch Connection	1 EA.	<u>\$1,500.00</u> <u>One thousand five hundred dollars</u>	<u>\$ 1,500.00</u>
22.	3" PVC Water Line	84 L.F.	<u>\$30.00</u> <u>Thirty dollars</u>	<u>\$ 2,520.00</u>
23.	3" Machine Tap	2 EA.	<u>\$600.00</u> <u>Six hundred dollars</u>	<u>\$ 1,200.00</u>
24.	3" Gate Valve and Box	2 EA.	<u>\$1,750.00</u> <u>One thousand seven hundred fifty dollars</u>	<u>\$ 3,500.00</u>

25.	3" Elbow	2 EA.	\$50.00 Fifty dollars	\$ 100.00
26.	3" Wet Tap and Cap	2 EA.	\$2,500.00 Two thousand five hundred dollars	\$ 3,000.00
27.	8" DIP Water Line	101 L.F.	\$150.00 One hundred fifty dollars	\$
28.	8" Machine Tap	2 EA.	\$1,500.00 One thousand five hundred	\$ 3,000.00
29.	8" Gate Valve and Box	2 EA.	\$3,500.00 Three thousand five hundred dollars	\$ 7,000.00
30.	8" Elbow	2 EA.	\$500.00 Five hundred dollars	\$ 1,000.00
31.	8" Wet Tap and Cap	2 EA.	\$8,500.00 Eight thousand five hundred dollars	\$ 17,000.00
32.	Maintenance of Traffic	1 L.S.	\$6,500.00 Six thousand five hundred dollars	\$ 6,500.00
33.	Diversion Channel	1 L.S.	\$2,500.00 Two thousand five hundred dollars	\$ 2,500.00
34.	Solid Sodding	1,300 S.Y.	\$4.50 Four dollars and fifty cents	\$ 5,850.00
35.	Construction Fencing	470 Lin. Ft.	\$8.00 Eight dollars	\$ 3,760.00

TOTAL OF BID ITEMS (1-35)**\$ 328,321.00**

\$ Three hundred twenty-eight thousand three hundred twenty-one dollars

(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company	<u>Patton Construction, LLC</u>	Attest: _____
Signature	<u><i>Knox Y. Patton III</i></u>	SEAL (if Bid is by a Corporation)
Title	<u>Manager</u>	
Address	<u>P.O. Box 1074, Pontotoc, MS 38863</u>	

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Patton Construction, LLC,
as Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five percent of amount bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 20 24.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By Knox Y. Patton III (L.S.)
(Principal) Patton Construction, LLC

The Gray Casualty & Surety Company
(Surety)

By: [Signature]
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY****GENERAL POWER OF ATTORNEY****Bond Number:** Bid Bond**Principal:** Patton Construction, LLC**Project:** Gun Club Road Box Culvert

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: Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



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

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of January, 2024.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of January, 2024.



**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of Roberts Builders, Inc (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as Roberts Builders, Inc.

"a corporation"

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

None

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	\$ <u>30,000.⁰⁰</u> <u>Thirty thousand + ⁰⁰/₁₀₀</u>	\$ <u>30,000.⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	\$ <u>25,000.⁰⁰</u> <u>Twenty five thousand</u>	\$ <u>25,000.⁰⁰</u>
3.	Removal of Asphalt Pavement	163 S.Y.	\$ <u>20.⁰⁰</u> <u>Twenty</u>	\$ <u>3,260.⁰⁰</u>
4.	Removal of Pipe (All Type)	15 L. F.	\$ <u>50.⁰⁰</u> <u>fifty</u>	\$ <u>750.⁰⁰</u>
5.	Removal of 72" Steel Culvert	1 L.S.	\$ <u>1,200.⁰⁰</u> <u>One thousand two hundred</u>	\$ <u>1,200.⁰⁰</u>
6.	Erosion Control Measures	1 L.S.	\$ <u>8,500.⁰⁰</u> <u>Eight thousand five hundred</u>	\$ <u>8,500.⁰⁰</u>
7.	Structure Excavation	576 C.Y.	\$ <u>15.⁰⁰</u> <u>fifteen</u>	\$ <u>8,640.⁰⁰</u>
8.	Select Borrow Material	550 C.Y.	\$ <u>35.⁰⁰</u> <u>Thirty - five</u>	\$ <u>19,250.⁰⁰</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	\$ <u>475.⁰⁰</u> <u>four hundred seventy five</u>	\$ <u>23,750.⁰⁰</u>
10.	Crushed Stone	75 C.Y.	\$ <u>145.⁰⁰</u> <u>One hundred forty five</u>	\$ <u>10,875.⁰⁰</u>

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	<u>140.⁰⁰</u> <u>One hundred forty</u>	<u>\$12,320.⁰⁰</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	<u>2120.⁰⁰</u> <u>Two thousand one hundred</u> <u>twenty</u>	<u>\$89,040.⁰⁰</u>
13.	16' x 6' Precast Wing Wall	2 EA.	<u>32,000.⁰⁰</u> <u>Thirty two thousand</u>	<u>\$64,000.⁰⁰</u>
14.	200# Rock Rip Rap	200 Ton	<u>60.⁰⁰</u> <u>Sixty</u>	<u>\$12,000.⁰⁰</u>
15.	Geotextile Fabric	400 S.Y.	<u>6.25</u> <u>Six + 25/100</u>	<u>\$2,500.⁰⁰</u>
16.	15" HDPE Pipe	55 L.F.	<u>75.⁰⁰</u> <u>Seventy five</u>	<u>\$4,125.⁰⁰</u>
17.	15" Pipe Collar	1 EA.	<u>1500.⁰⁰</u> <u>One thousand</u> <u>five hundred</u>	<u>\$1,500.⁰⁰</u>
18.	15" Branch Connection	3 EA.	<u>1500.⁰⁰</u> <u>One thousand</u> <u>five hundred</u>	<u>\$4,500.⁰⁰</u>
19.	18" HDPE Pipe	70 L.F.	<u>75.⁰⁰</u> <u>Seventy five</u>	<u>\$5,250.⁰⁰</u>
20.	18" Pipe Collar	1 EA.	<u>1500.⁰⁰</u> <u>One thousand</u> <u>five hundred</u>	<u>\$1,500.⁰⁰</u>
21.	18" Branch Connection	1 EA.	<u>2,200.⁰⁰</u> <u>Two thousand two</u> <u>hundred</u>	<u>\$2,200.⁰⁰</u>
22.	3" PVC Water Line	84 L.F.	<u>30.⁰⁰</u> <u>Thirty</u>	<u>\$2,520.⁰⁰</u>
23.	3" Machine Tap	2 EA.	<u>6,750.⁰⁰</u> <u>Six thousand seven</u> <u>hundred fifty</u>	<u>\$13,500.⁰⁰</u>
24.	3" Gate Valve and Box	2 EA.	<u>2,700.⁰⁰</u> <u>Two thousand seven</u> <u>hundred</u>	<u>\$5,400.⁰⁰</u>

25.	3" Elbow	2 EA.	<u>750.⁰⁰</u> <u>Seven hundred</u> <u>fifty</u>	\$ <u>1,500.⁰⁰</u>
26.	3" Wet Tap and Cap	2 EA.	<u>900.⁰⁰</u> <u>Nine hundred</u>	\$ <u>1,800.⁰⁰</u>
27.	8" DIP Water Line	101 L.F.	<u>140.⁰⁰</u> <u>One hundred forty</u>	\$ <u>14,140.⁰⁰</u>
28.	8" Machine Tap	2 EA.	<u>12,000.⁰⁰</u> <u>Twelve thousand</u>	\$ <u>24,000.⁰⁰</u>
29.	8" Gate Valve and Box	2 EA.	<u>5,400.⁰⁰</u> <u>Five thousand four</u> <u>hundred</u>	\$ <u>10,800.⁰⁰</u>
30.	8" Elbow	2 EA.	<u>1,500.⁰⁰</u> <u>One thousand five</u> <u>hundred</u>	\$ <u>3,000.⁰⁰</u>
31.	8" Wet Tap and Cap	2 EA.	<u>2,000.⁰⁰</u> <u>Two thousand</u>	\$ <u>4,000.⁰⁰</u>
32.	Maintenance of Traffic	1 L.S.	<u>6,750.⁰⁰</u> <u>Six thousand seven</u> <u>hundred fifty</u>	\$ <u>6,750.⁰⁰</u>
33.	Diversion Channel	1 L.S.	<u>13,500.⁰⁰</u> <u>Thirteen thousand</u> <u>five hundred</u>	\$ <u>13,500.⁰⁰</u>
34.	Solid Sodding	1,300 S.Y.	<u>5.⁰⁰</u> <u>five + ⁰⁰/₁₀₀</u>	\$ <u>6,500.⁰⁰</u>
35.	Construction Fencing	470 Lin. Ft.	<u>4.⁰⁰</u> <u>four + ⁰⁰/₁₀₀</u>	\$ <u>1,880.⁰⁰</u>

TOTAL OF BID ITEMS (1-35)

\$ 439,450.⁰⁰

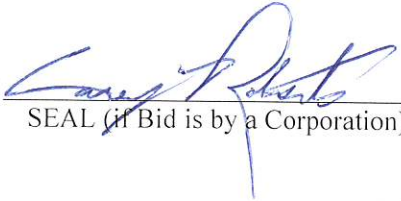
\$ four hundred thirty nine thousand four hundred fifty
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Roberts Builders, Inc Attest: 
 Signature Janett Roberts SEAL (if Bid is by a Corporation)
 Title Secretary Treasurer
 Address 204 W First St
Ripley MS 38663

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Roberts Builders, Inc.
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five percent of amount bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By Janett Roberts Roberts Builders, Inc.
(Principal) (L.S.)

Travelers Casualty and Surety Company of America
(Surety)

By: C.W.A.
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **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

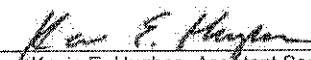
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **January**, **2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of DNA Underground, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as DNA Underground, LLC.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Mandatory Addendum

*Insert "a corporation", "a partnership", or "an individual" as applicable

GUN CLUB ROAD BOX CULVERT CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>\$40,000⁰⁰</u> <u>forty thousand</u> <u>dollars</u>	\$ <u>40,000⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>\$5,000⁰⁰</u> <u>five thousand</u> <u>dollars</u>	\$ <u>5,000⁰⁰</u>
3.	Removal of Asphalt Pavement	163 S.Y.	<u>\$10⁰⁰</u> <u>ten dollars</u>	\$ <u>1,630⁰⁰</u>
4.	Removal of Pipe (All Type)	15 L. F.	<u>\$20⁰⁰</u> <u>twenty dollars</u>	\$ <u>300⁰⁰</u>
5.	Removal of 72" Steel Culvert	1 L.S.	<u>\$3,000⁰⁰</u> <u>three thousand</u> <u>dollars</u>	\$ <u>3,000⁰⁰</u>
6.	Erosion Control Measures	1 L.S.	<u>\$5,000⁰⁰</u> <u>five thousand</u> <u>dollars</u>	\$ <u>5,000⁰⁰</u>
7.	Structure Excavation	576 C.Y.	<u>\$12⁰⁰</u> <u>twelve dollars</u>	\$ <u>6,912⁰⁰</u>
8.	Select Borrow Material	550 C.Y.	<u>\$20⁰⁰</u> <u>twenty dollars</u>	\$ <u>11,000⁰⁰</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	<u>\$285⁰⁰</u> <u>two hundred</u> <u>eighty five dollars</u>	\$ <u>14,250⁰⁰</u>
10.	Crushed Stone	75 C.Y.	<u>\$80⁰⁰</u> <u>eighty dollars</u>	\$ <u>6,000⁰⁰</u>

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	<u>\$ 76⁰⁰</u> <u>Seventy six</u> <u>dollars</u>	\$ <u>6,688⁰⁰</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	<u>\$ 1,875⁰⁰</u> <u>one thousand, eight</u> <u>hundred seventy</u> <u>five dollars</u>	\$ <u>78,750⁰⁰</u>
13.	16' x 6' Precast Wing Wall	2 EA.	<u>\$ 22,900⁰⁰</u> <u>twenty two thousand</u> <u>nine hundred dollars</u>	\$ <u>45,800⁰⁰</u>
14.	200# Rock Rip Rap	200 Ton	<u>\$ 70⁰⁰</u> <u>seventy dollars</u>	\$ <u>14,000⁰⁰</u>
15.	Geotextile Fabric	400 S.Y.	<u>\$ 3.75</u> <u>three dollars</u> <u>seventy five cents</u>	\$ <u>1,500⁰⁰</u>
16.	15" HDPE Pipe	55 L.F.	<u>\$ 41⁰⁰</u> <u>forty one</u> <u>dollars</u>	\$ <u>2,255⁰⁰</u>
17.	15" Pipe Collar	1 EA.	<u>\$ 750⁰⁰</u> <u>seven hundred</u> <u>fifty dollars</u>	\$ <u>750⁰⁰</u>
18.	15" Branch Connection	3 EA.	<u>\$ 750⁰⁰</u> <u>seven hundred</u> <u>fifty dollars</u>	\$ <u>2,250⁰⁰</u>
19.	18" HDPE Pipe	70 L.F.	<u>\$ 53⁰⁰</u> <u>fifty three</u> <u>dollars</u>	\$ <u>3,710⁰⁰</u>
20.	18" Pipe Collar	1 EA.	<u>\$ 825⁰⁰</u> <u>eight hundred</u> <u>twenty five dollars</u>	\$ <u>825⁰⁰</u>
21.	18" Branch Connection	1 EA.	<u>\$ 825⁰⁰</u> <u>eight hundred</u> <u>twenty five dollars</u>	\$ <u>825⁰⁰</u>
22.	3" PVC Water Line	84 L.F.	<u>\$ 36⁰⁰</u> <u>thirty six</u> <u>dollars</u>	\$ <u>3,024⁰⁰</u>
23.	3" Machine Tap	2 EA.	<u>\$ 2,200⁰⁰</u> <u>two thousand, two</u> <u>hundred dollars</u>	\$ <u>4,400⁰⁰</u>
24.	3" Gate Valve and Box	2 EA.	<u>\$ 1,500⁰⁰</u> <u>one thousand five</u> <u>hundred dollars</u>	\$ <u>3,000⁰⁰</u>

25.	3" Elbow	2 EA.	<u>\$ 350⁰⁰</u> <u>three hundred</u> <u>fifty dollars</u>	<u>\$ 700⁰⁰</u>
26.	3" Wet Tap and Cap	2 EA.	<u>\$ 6,800⁰⁰</u> <u>six thousand, eight</u> <u>hundred dollars</u>	<u>\$ 13,600⁰⁰</u>
27.	8" DIP Water Line	101 L.F.	<u>\$ 100⁰⁰</u> <u>one hundred</u> <u>dollars</u>	<u>\$ 10,100⁰⁰</u>
28.	8" Machine Tap	2 EA.	<u>\$ 3,200⁰⁰</u> <u>three thousand two</u> <u>hundred dollars</u>	<u>\$ 6,400⁰⁰</u>
29.	8" Gate Valve and Box	2 EA.	<u>\$ 2,700⁰⁰</u> <u>two thousand, seven</u> <u>hundred dollars</u>	<u>\$ 5,400⁰⁰</u>
30.	8" Elbow	2 EA.	<u>\$ 725⁰⁰</u> <u>seven hundred twenty</u> <u>five dollars</u>	<u>\$ 1,450⁰⁰</u>
31.	8" Wet Tap and Cap	2 EA.	<u>\$ 10,800⁰⁰</u> <u>ten thousand</u> <u>eight hundred dollars</u>	<u>\$ 21,600⁰⁰</u>
32.	Maintenance of Traffic	1 L.S.	<u>\$ 4,500⁰⁰</u> <u>four thousand, five</u> <u>hundred dollars</u>	<u>\$ 4,500⁰⁰</u>
33.	Diversion Channel	1 L.S.	<u>\$ 2,500⁰⁰</u> <u>two thousand, five</u> <u>hundred dollars</u>	<u>\$ 2,500⁰⁰</u>
34.	Solid Sodding	1,300 S.Y.	<u>\$ 5⁰⁰</u> <u>five dollars</u>	<u>\$ 6,500⁰⁰</u>
35.	Construction Fencing	470 Lin. Ft.	<u>\$ 4⁰⁰</u> <u>four dollars</u>	<u>\$ 1,880⁰⁰</u>

TOTAL OF BID ITEMS (1-35)

\$ 337,499⁰⁰

\$ three hundred thirty seven thousand, four hundred ninety nine dollars
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company	<u>DNA Underground, LLC</u>	Attest: <u>Michelle Butler</u>
Signature	<u>[Signature]</u>	SEAL (if Bid is by a Corporation)
Title	<u>Owner</u>	
Address	<u>16101 S. Swan Rd.</u>	
	<u>Gulfport, MS 39503</u>	

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, DNA Underground LLC,
as Principal, and Hartford Fire Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent (5%) of Bid Amount for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

DNA Underground LLC

(Signature) (L.S.)
(Principal)

Hartford Fire Insurance Company
(Surety)

By: (Signature)
Stephen Wesley Price, Jr./Attorney-in-Fact



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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FISHER BROWN BOTTRELL INS INC

Agency Code: 43-239145

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Taylor Leggett of Mobile AL, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner Jr., Peggy L. Jackson, Stephen Wesley Price Jr., Jerry G. Veazey, Jr., Jason J. Young of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of JAN 12 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

DNA UNDERGROUND LLC

16101 S SWAN RD

GULFPORT, MS 39503

is duly registered and entitled to perform

- 1) CULVERTS AND DRAINAGE STRUCTURES
- 2) DEMOLITION
- 3) DIRECTIONAL BORING/PIPE INSTALLATION
- 4) DREDGING
- 5) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 6) INSTALLATION OF LININGS AND COATINGS
- 7) MARINE CONSTRUCTION
- 8) UNDERGROUND UTILITIES

We have herewith set our hand and caused the Clerk of the Mississippi Board of Contractors to be affixed this 22 day of Dec., 2023

CERTIFICATE OF RESPONSIBILITY

No. 20907-MC

Expires Dec. 22, 2024

Joel A. Canell,

CHAIRMAN OF THE BOARD



F0108**Fee: \$****Michael Watson**
SECRETARY OF STATE**2024003762**Business ID: 1053261
Filed: 01/03/2024 02:45 PM
Michael Watson
Secretary of StateP.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633**2024 LLC Annual Report****Business Information****Business ID:** 1053261**Business Name:** DNA Underground LLC**State of Incorporation:** MS**Business Email:** dnautilities@gmail.com**Phone:** (***)***-******FEIN:** **-*******Principal Address:** 16101 S Swan Road, 16101 S Swan Road
Gulfport, MS 39503**Registered Agent****Name:** Dustin Gartman**Address:** 16101 S Swan Road
Gulfport, MS 39503**Managers and Members****Managers****Name:**Kenny Stokes
Manager**Address:**13048 Cable Bridge Road
Pass Christian, MS 39571**Members****Name:**Dustin Gartman
Member**Address:**16101 S Swan Road
Gulfport, MS 39503

Officers***Title/Name:******Address:******Director:*****President:**☐**Vice President:**☐**Secretary:**☐**Treasurer:**☐☒ This LLC has a written Operating Agreement.**NAICS Code/Nature of Business**

237990 - Other Heavy and Civil Engineering Construction

237310 - Highway, Street, and Bridge Construction

237110 - Water and Sewer Line and Related Structures Construction

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***01/03/2024***.

Name:

Dustin Gartman

*Other****Address:***

16101 S Swan Road

Gulfport, MS 39503

Officers List***Name:***

Dustin Gartman
Member

Kenny Stokes
Manager

Address:

16101 S Swan Road
Gulfport, MS 39503

13048 Cable Bridge Road
Pass Christian, MS 39571



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Limited Liability Company Act to be filed in my office do hereby certify:

DNA UNDERGROUND LLC

Registered the 9th day of October, 2014

A Mississippi Limited Liability Company has filed the necessary documents in this office and has obtained a certificate of formation under the provisions of The Mississippi Limited Liability Company Act as shown by the records in this office.

That the registered office of said Limited Liability Company is located at:

16101 S Swan Road
Gulfport, MS 39503

And that the registered agent at that address is:

Dustin Gartman

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 3rd day of January, 2024

A handwritten signature in black ink that reads "Michael Watson".

Certificate Number: CN24179495

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of Ausbern Construction Co., Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as a corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

— 0 —

*Insert "a corporation", "a partnership", or "an individual" as applicable

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>Forty Thousand</u> <u>Seven hundred</u> <u>40,700.⁰⁰</u>	\$ <u>40,700.⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>Twenty Eight Thousand</u> <u>Five hundred</u> <u>28,500.⁰⁰</u>	\$ <u>28,500.⁰⁰</u>
3.	Removal of Asphalt Pavement	163 S.Y.	<u>15.⁰⁰</u> <u>FIFTEEN</u>	\$ <u>2,445.⁰⁰</u>
4.	Removal of Pipe (All Type)	15 L. F.	<u>35.⁰⁰</u> <u>Thirty Five</u>	\$ <u>525.⁰⁰</u>
5.	Removal of 72" Steel Culvert	1 L.S.	<u>Sixty Five hundred</u> <u>6500.⁰⁰</u>	\$ <u>6500.⁰⁰</u>
6.	Erosion Control Measures	1 L.S.	<u>Fourty Five hundred</u> <u>4500.⁰⁰</u>	\$ <u>4500.⁰⁰</u>
7.	Structure Excavation	576 C.Y.	<u>14.⁰⁰</u> <u>FOURTEEN</u>	\$ <u>8,064.⁰⁰</u>
8.	Select Borrow Material	550 C.Y.	<u>40.⁰⁰</u> <u>Forty</u>	\$ <u>22,000.⁰⁰</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	<u>320.⁰⁰</u> <u>Three hundred</u> <u>Twenty</u>	\$ <u>16,000.⁰⁰</u>
10.	Crushed Stone	75 C.Y.	<u>135.⁰⁰</u> <u>One hundred</u> <u>Thirty Five</u>	\$ <u>10,125.⁰⁰</u>

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	<u>160.⁰⁰</u> <u>ONE Hundred</u> <u>Sixty</u>	\$ <u>14,080.⁰⁰</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	<u>3200.⁰⁰</u> <u>Thirty Two Hundred</u>	\$ <u>134,400.⁰⁰</u>
13.	16' x 6' Precast Wing Wall	2 EA.	<u>32,500.⁰⁰</u> <u>Thirty Two Thousand</u> <u>Five Hundred</u>	\$ <u>65,000.⁰⁰</u>
14.	200# Rock Rip Rap	200 Ton	<u>90.⁰⁰</u> <u>NINETY</u>	\$ <u>18,000.⁰⁰</u>
15.	Geotextile Fabric	400 S.Y.	<u>6.⁰⁰</u> <u>SIX</u>	\$ <u>2400.⁰⁰</u>
16.	15" HDPE Pipe	55 L.F.	<u>37.⁰⁰</u> <u>Thirty Seven</u>	\$ <u>2035.⁰⁰</u>
17.	15" Pipe Collar	1 EA.	<u>2500.⁰⁰</u> <u>Twenty Five</u> <u>Hundred</u>	\$ <u>2500.⁰⁰</u>
18.	15" Branch Connection	3 EA.	<u>1500.⁰⁰</u> <u>FIFTEEN Hundred</u>	\$ <u>4500.⁰⁰</u>
19.	18" HDPE Pipe	70 L.F.	<u>45.⁰⁰</u> <u>Forty Five</u>	\$ <u>3150.⁰⁰</u>
20.	18" Pipe Collar	1 EA.	<u>Twenty Seven</u> <u>Hundred FIFTY</u>	\$ <u>2750.⁰⁰</u>
21.	18" Branch Connection	1 EA.	<u>Eighteen Hundred</u>	\$ <u>1800.⁰⁰</u>
22.	3" PVC Water Line	84 L.F.	<u>33.⁷⁹</u> <u>Thirty Three Dollars</u> <u>+ 79/100</u>	\$ <u>2838.³⁶</u>
23.	3" Machine Tap	2 EA.	<u>5307.⁵⁰</u> <u>Fifty Three Hundred</u> <u>Seven Dollars + 59/100</u>	\$ <u>10,615.⁰⁰</u>
24.	3" Gate Valve and Box	2 EA.	<u>2285.⁶⁰</u> <u>Twenty Two Hundred</u> <u>Eighty Five Dollars</u> <u>+ 60/100</u>	\$ <u>4571.⁶⁰</u>

25.	3" Elbow	2 EA.	<u>562.¹⁰</u> <u>FIVE HUNDRED SIXTY</u> <u>TWO DOLLARS + 10/100</u>	\$ <u>1124.²⁰</u>
26.	3" Wet Tap and Cap	2 EA.	<u>1870.⁰⁰</u> <u>EIGHTEEN HUNDRED</u> <u>SEVENTY</u>	\$ <u>3740.⁰⁰</u>
27.	8" DIP Water Line	101 L.F.	<u>81.²⁸</u> <u>EIGHTY ONE DOLLARS</u> <u>+ 28/100</u>	\$ <u>8209.²⁸</u>
28.	8" Machine Tap	2 EA.	<u>63.³⁵</u> <u>SIXTY THREE DOLLARS</u> <u>+ 35/100</u>	\$ <u>126.⁷⁰</u>
29.	8" Gate Valve and Box	2 EA.	<u>4208.⁶⁰</u> <u>FOURTY TWO HUNDRED</u> <u>EIGHT DOLLARS + 60/100</u>	\$ <u>8417.²⁰</u>
30.	8" Elbow	2 EA.	<u>1658.⁸⁰</u> <u>SIXTEEN HUNDRED</u> <u>FIFTY EIGHT DOLLARS</u> <u>+ 80/100</u>	\$ <u>3317.⁶⁰</u>
31.	8" Wet Tap and Cap	2 EA.	<u>2695.⁰⁰</u> <u>TWENTY SIX HUNDRED</u> <u>NINETY FIVE</u>	\$ <u>5390.⁰⁰</u>
32.	Maintenance of Traffic	1 L.S.	<u>FIFTY FIVE HUNDRED</u> <u>5500.⁰⁰</u>	\$ <u>5500.⁰⁰</u>
33.	Diversion Channel	1 L.S.	<u>1.⁰⁰</u> <u>ONE</u>	\$ <u>1.⁰⁰</u>
34.	Solid Sodding	1,300 S.Y.	<u>6.⁰⁰</u> <u>SIX</u>	\$ <u>7800.⁰⁰</u>
35.	Construction Fencing	470 Lin. Ft.	<u>5.⁰⁰</u> <u>FIVE</u>	\$ <u>2350.⁰⁰</u>

TOTAL OF BID ITEMS (1-35)

\$ 453,974.⁹⁴

\$ FOUR HUNDRED FIFTY THREE THOUSAND, NINE HUNDRED SEVENTY FOUR DOLLARS +
(TOTAL IN WORDS) 94/100

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Ausborn Construction Co., Inc. Attest:

Signature

Title

Address

Aura Price
SEAL (if Bid is by a Corporation)

[Signature]
President / Sec. Treas.

P.O. Drawer 329

Cicoulet, MS 38860

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Ausbern Construction Company, Inc.,
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent of the Amount of the Bid ----- (5% of Bid) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Ausbern Construction Company, Inc.

By: [Signature] (L.S.)

(Principal)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

By: [Signature]

Trina Cobb, Attorney-in-Fact/Resident Mississippi Agent/Fisher Bown Bottrell Insurance, Inc.

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



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TRINA COBB, PEGGY L. JACKSON, ANGELA BULLIE, JERRY G. VEAZEY, JR., JERRY EUGENE HORNER, JR.,
JASON J. YOUNG, STEPHEN WESLEY PRICE, JR., AMANDA JEAN CHARFAUROS AND TAYLOR LEGGETT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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 SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant 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 Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of January, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of DNA Underground, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as DNA Underground, LLC.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this 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 arrived at 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 specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Mandatory Addendum

*Insert "a corporation", "a partnership", or "an individual" as applicable

GUN CLUB ROAD BOX CULVERT CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2023-064PW)

The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – GUN CLUB ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>\$40,000⁰⁰</u> <u>forty thousand</u> <u>dollars</u>	\$ <u>40,000⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>\$5,000⁰⁰</u> <u>five thousand</u> <u>dollars</u>	\$ <u>5,000⁰⁰</u>
3.	Removal of Asphalt Pavement	163 S.Y.	<u>\$10⁰⁰</u> <u>ten dollars</u>	\$ <u>1,630⁰⁰</u>
4.	Removal of Pipe (All Type)	15 L. F.	<u>\$20⁰⁰</u> <u>twenty dollars</u>	\$ <u>300⁰⁰</u>
5.	Removal of 72" Steel Culvert	1 L.S.	<u>\$3,000⁰⁰</u> <u>three thousand</u> <u>dollars</u>	\$ <u>3,000⁰⁰</u>
6.	Erosion Control Measures	1 L.S.	<u>\$5,000⁰⁰</u> <u>five thousand</u> <u>dollars</u>	\$ <u>5,000⁰⁰</u>
7.	Structure Excavation	576 C.Y.	<u>\$12⁰⁰</u> <u>twelve dollars</u>	\$ <u>6,912⁰⁰</u>
8.	Select Borrow Material	550 C.Y.	<u>\$20⁰⁰</u> <u>twenty dollars</u>	\$ <u>11,000⁰⁰</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	<u>\$285⁰⁰</u> <u>two hundred</u> <u>eighty five dollars</u>	\$ <u>14,250⁰⁰</u>
10.	Crushed Stone	75 C.Y.	<u>\$80⁰⁰</u> <u>eighty dollars</u>	\$ <u>6,000⁰⁰</u>

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	<u>\$ 76⁰⁰</u> <u>Seventy six</u> <u>dollars</u>	\$ <u>6,688⁰⁰</u>
12.	16' x 6' Precast Box Culvert	42 L.F.	<u>\$ 1,875⁰⁰</u> <u>one thousand, eight</u> <u>hundred seventy</u> <u>five dollars</u>	\$ <u>78,750⁰⁰</u>
13.	16' x 6' Precast Wing Wall	2 EA.	<u>\$ 22,900⁰⁰</u> <u>twenty two thousand</u> <u>nine hundred dollars</u>	\$ <u>45,800⁰⁰</u>
14.	200# Rock Rip Rap	200 Ton	<u>\$ 70⁰⁰</u> <u>seventy dollars</u>	\$ <u>14,000⁰⁰</u>
15.	Geotextile Fabric	400 S.Y.	<u>\$ 3.75</u> <u>three dollars</u> <u>seventy five cents</u>	\$ <u>1,500⁰⁰</u>
16.	15" HDPE Pipe	55 L.F.	<u>\$ 41⁰⁰</u> <u>forty one</u> <u>dollars</u>	\$ <u>2,255⁰⁰</u>
17.	15" Pipe Collar	1 EA.	<u>\$ 750⁰⁰</u> <u>seven hundred</u> <u>fifty dollars</u>	\$ <u>750⁰⁰</u>
18.	15" Branch Connection	3 EA.	<u>\$ 750⁰⁰</u> <u>seven hundred</u> <u>fifty dollars</u>	\$ <u>2,250⁰⁰</u>
19.	18" HDPE Pipe	70 L.F.	<u>\$ 53⁰⁰</u> <u>fifty three</u> <u>dollars</u>	\$ <u>3,710⁰⁰</u>
20.	18" Pipe Collar	1 EA.	<u>\$ 825⁰⁰</u> <u>eight hundred</u> <u>twenty five dollars</u>	\$ <u>825⁰⁰</u>
21.	18" Branch Connection	1 EA.	<u>\$ 825⁰⁰</u> <u>eight hundred</u> <u>twenty five dollars</u>	\$ <u>825⁰⁰</u>
22.	3" PVC Water Line	84 L.F.	<u>\$ 36⁰⁰</u> <u>thirty six</u> <u>dollars</u>	\$ <u>3,024⁰⁰</u>
23.	3" Machine Tap	2 EA.	<u>\$ 2,200⁰⁰</u> <u>two thousand, two</u> <u>hundred dollars</u>	\$ <u>4,400⁰⁰</u>
24.	3" Gate Valve and Box	2 EA.	<u>\$ 1,500⁰⁰</u> <u>one thousand five</u> <u>hundred dollars</u>	\$ <u>3,000⁰⁰</u>

25.	3" Elbow	2 EA.	<u>\$ 350⁰⁰</u> <u>three hundred</u> <u>fifty dollars</u>	<u>\$ 700⁰⁰</u>
26.	3" Wet Tap and Cap	2 EA.	<u>\$ 6,800⁰⁰</u> <u>six thousand, eight</u> <u>hundred dollars</u>	<u>\$ 13,600⁰⁰</u>
27.	8" DIP Water Line	101 L.F.	<u>\$ 100⁰⁰</u> <u>one hundred</u> <u>dollars</u>	<u>\$ 10,100⁰⁰</u>
28.	8" Machine Tap	2 EA.	<u>\$ 3,200⁰⁰</u> <u>three thousand two</u> <u>hundred dollars</u>	<u>\$ 6,400⁰⁰</u>
29.	8" Gate Valve and Box	2 EA.	<u>\$ 2,700⁰⁰</u> <u>two thousand, seven</u> <u>hundred dollars</u>	<u>\$ 5,400⁰⁰</u>
30.	8" Elbow	2 EA.	<u>\$ 725⁰⁰</u> <u>seven hundred twenty</u> <u>five dollars</u>	<u>\$ 1,450⁰⁰</u>
31.	8" Wet Tap and Cap	2 EA.	<u>\$ 10,800⁰⁰</u> <u>ten thousand</u> <u>eight hundred dollars</u>	<u>\$ 21,600⁰⁰</u>
32.	Maintenance of Traffic	1 L.S.	<u>\$ 4,500⁰⁰</u> <u>four thousand, five</u> <u>hundred dollars</u>	<u>\$ 4,500⁰⁰</u>
33.	Diversion Channel	1 L.S.	<u>\$ 2,500⁰⁰</u> <u>two thousand, five</u> <u>hundred dollars</u>	<u>\$ 2,500⁰⁰</u>
34.	Solid Sodding	1,300 S.Y.	<u>\$ 5⁰⁰</u> <u>five dollars</u>	<u>\$ 6,500⁰⁰</u>
35.	Construction Fencing	470 Lin. Ft.	<u>\$ 4⁰⁰</u> <u>four dollars</u>	<u>\$ 1,880⁰⁰</u>

TOTAL OF BID ITEMS (1-35) \$ 337,499⁰⁰

\$ three hundred thirty seven thousand, four hundred ninety nine dollars
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company	<u>DNA Underground, LLC</u>	Attest: <u>Michelle Butler</u>
Signature	<u>[Signature]</u>	SEAL (if Bid is by a Corporation)
Title	<u>Owner</u>	
Address	<u>16101 S. Swan Rd.</u>	
	<u>Gulfport, MS 39503</u>	

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, DNA Underground LLC,
as Principal, and Hartford Fire Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent (5%) of Bid Amount for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

GUN CLUB ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

DNA Underground LLC

(Signature) (L.S.)
(Principal)

Hartford Fire Insurance Company
(Surety)

By: (Signature)
Stephen Wesley Price, Jr./Attorney-in-Fact



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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FISHER BROWN BOTTRELL INS INC

Agency Code: 43-239145

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Taylor Leggett of Mobile AL, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner Jr., Peggy L. Jackson, Stephen Wesley Price Jr., Jerry G. Veazey, Jr., Jason J. Young of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of JAN 12 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

DNA UNDERGROUND LLC

16101 S SWAN RD

GULFPORT, MS 39503

is duly registered and entitled to perform

- 1) CULVERTS AND DRAINAGE STRUCTURES
- 2) DEMOLITION
- 3) DIRECTIONAL BORING/PIPE INSTALLATION
- 4) DREDGING
- 5) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 6) INSTALLATION OF LININGS AND COATINGS
- 7) MARINE CONSTRUCTION
- 8) UNDERGROUND UTILITIES

We have herewith set our hand and caused the Clerk of the Mississippi Board of Contractors to be affixed this 22 day of Dec., 2023

CERTIFICATE OF RESPONSIBILITY

No. 20907-MC

Expires Dec. 22, 2024

Joel A. Canell,

CHAIRMAN OF THE BOARD



F0108**Fee: \$****Michael Watson**
SECRETARY OF STATE**2024003762**Business ID: 1053261
Filed: 01/03/2024 02:45 PM
Michael Watson
Secretary of StateP.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633**2024 LLC Annual Report****Business Information****Business ID:** 1053261**Business Name:** DNA Underground LLC**State of Incorporation:** MS**Business Email:** dnautilities@gmail.com**Phone:** (***)***-******FEIN:** **-*******Principal Address:** 16101 S Swan Road, 16101 S Swan Road
Gulfport, MS 39503**Registered Agent****Name:** Dustin Gartman**Address:** 16101 S Swan Road
Gulfport, MS 39503**Managers and Members****Managers****Name:**Kenny Stokes
Manager**Address:**13048 Cable Bridge Road
Pass Christian, MS 39571**Members****Name:**Dustin Gartman
Member**Address:**16101 S Swan Road
Gulfport, MS 39503

Officers***Title/Name:******Address:******Director:*****President:**☐**Vice President:**☐**Secretary:**☐**Treasurer:**☐☒ This LLC has a written Operating Agreement.**NAICS Code/Nature of Business**

237990 - Other Heavy and Civil Engineering Construction

237310 - Highway, Street, and Bridge Construction

237110 - Water and Sewer Line and Related Structures Construction

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***01/03/2024***.

Name:

Dustin Gartman

*Other****Address:***

16101 S Swan Road

Gulfport, MS 39503

Officers List***Name:***

Dustin Gartman
Member

Kenny Stokes
Manager

Address:

16101 S Swan Road
Gulfport, MS 39503

13048 Cable Bridge Road
Pass Christian, MS 39571



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Limited Liability Company Act to be filed in my office do hereby certify:

DNA UNDERGROUND LLC

Registered the 9th day of October, 2014

A Mississippi Limited Liability Company has filed the necessary documents in this office and has obtained a certificate of formation under the provisions of The Mississippi Limited Liability Company Act as shown by the records in this office.

That the registered office of said Limited Liability Company is located at:

16101 S Swan Road
Gulfport, MS 39503

And that the registered agent at that address is:

Dustin Gartman

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 3rd day of January, 2024

A handwritten signature in black ink that reads "Michael Watson".

Certificate Number: CN24179495

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams – Director of Public Works

DATE January 1 ,2024

SUBJECT: IN THE MATTER OF BID APPROVAL FOR PACKAGE GENERATOR
SYSTEM LABOR AND MATERIALS – FIRE STATIONS 3, 4, 6, 7 BID NO.
2023-068PW - **CW**

Request:

We are requesting the bid approval for the Package Generator System – Labor and Materials for Fire Stations 3, 4, 6 and 7 – Bid No. 2023-068PW

3 Bidders Responded

Liberty Electric \$280,010.00

Timmons Electric \$346,638.60

Ready Power \$ 452,336.00

Total Project Estimate by the engineering consultant is \$395,000.00

We are recommending to award the bid to Liberty Electric - \$280,010.00

BID #2023-068PW Diesel Generators for Fire Stations #3, #4, #6, and #7

Name	CR	Bid Bond	Signed	Generator	Fire Station #	Bid Amount	Contract Amendments
** Liberty Electric	20736-MC	Granite RE	Owner	Kohler	3	\$ 71,305.00	\$ 5,000.00
				Kohler	4	\$ 71,305.00	\$ 5,000.00
				Kohler	6	\$ 62,750.00	\$ 5,000.00
				Kohler	7	\$ 54,650.00	\$ 5,000.00
				Total Amount Including Contract Amendment			
Ready Power	24608-MC	Check	VP	Not Listed	3	\$ 123,504.00	\$ 5,000.00
				Not Listed	4	\$ 123,504.00	\$ 5,000.00
				Not Listed	6	\$ 92,664.00	\$ 5,000.00
				Not Listed	7	\$ 92,664.00	\$ 5,000.00
				Total Amount Including Contract Amendment			
Timmons Electric	21683-MC	Old Republic	Officer	Not Listed	3	\$ 89,903.55	\$ 5,000.00
				Not Listed	4	\$ 89,903.55	\$ 5,000.00
				Not Listed	6	\$ 75,373.34	\$ 5,000.00
				Not Listed	7	\$ 71,458.16	\$ 5,000.00
Total Amount Including Contract Amendment					\$ 346,638.60		

**** Engineers Recommendation in BOLD**



Allen&Hoshall

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

January 26, 2024

Mr. Mark Timmons
City of Tupelo, Mississippi
Tupelo Public Works
604 Crossover Road
Tupelo, MS 38804

**RE: Package Generator System Labor and Materials Contract
City of Tupelo, Mississippi – Fire Stations #3, #4, #6, #7**

Dear Mr. Timmons:

We have evaluated the bids on the above referenced project. After careful consideration and evaluation, we recommend you accept the total lump sum bid price of \$280,010.00 from Liberty Electric, LLC for the Tupelo Fire Stations #3, #4, #6, and #7 Package Diesel Gas Generator System Labor and Materials Contract.

Enclosed is the bid tabulation.

The Purchase Order should be sent to:

Liberty Electric, LLC
P.O. Box 293
Nettleton, MS 38858

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

Sincerely,

Allen & Hoshall

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

Minute Entry Sign Up Sheet

Date: 1/25/2024Time: 10:00Bid # 2023-068PWDepartment: PWProject: Diesel Generators for Fire Stations #3, #4, #6, and #7

Attendance

Stephen ReedCody LemonsMaubet TimmonsMike TimmonsFinac DillardDAN LEWIS

Company

COTThompson CATCOTTimmons ElectricCOTCOT

BID #	2023-068PW	Diesel Generators for Fire Stations #3, #4, #6, and #7				
Name	CR	BID BOND	Signed		Bid Amount	Contract Amendments
LIBERTY ELECTRIC	20736-MC	GRANITE RE	OWNER	3	\$ 71,305.00	\$ 5,000.00
				4	\$ 71,305.00	\$ 5,000.00
				6	\$ 62,750.00	\$ 5,000.00
				7	\$ 54,650.00	\$ 5,000.00
				Total Amount including amendment		\$ 280,010.00
READY POWER	24608-MC	CHECK	VP	3	\$ 123,504.00	\$ 5,000.00
				4	\$ 123,504.00	\$ 5,000.00
				6	\$ 92,664.00	\$ 5,000.00
				7	\$ 92,664.00	\$ 5,000.00
				Total Amount including amendment		\$ 452,336.00
TIMMONS ELECTRIC	21683-MC	OLD REPUBLIC	OFFICER	3	\$ 89903.55	\$ 5,000.00
				4	\$ 89903.55	\$ 5,000.00
				6	\$ 75373.34	\$ 5,000.00
				7	\$ 71458.16	\$ 5,000.00
				Total Amount including amendment		\$ 346,638.60

**Allen&Hoshall**

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

January 23, 2024

Mr. Mark Timmons
City of Tupelo Public Works
604 Crossover Road
Tupelo, MS 38804

RE: Fire Stations #3, #4, #6, #7 Estimate

Dear Mr. Timmons:

The estimated cost for installing diesel generation at Fire Stations #3, #4, #6, and #7 is as follows:

Total Project Construction Estimate - \$395,000.00

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

Sincerely,

Allen & Hoshall

Scott Burleson
sburleson@allenhoshall.com

**DOCUMENT 00301
BID FORM**

Date: 1/24/2024

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

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

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #3 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>71,305.00</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 1:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #4 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>71,305.00</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 2:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #6 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>62,750.00</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 3:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #7 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>54,650.00</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

TOTAL BID PRICE \$280,010.00

DELIVERY:

Delivery Site: Tupelo Fire Stations #3, #4, #6, and #7

Delivery Date: See lead times - Estimated install within 45-60 Days
After delivery of units

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

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

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

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

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

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

ADDENDUM NUMBER

DATE

N/A

N/A

Specification Section
Associated with EXCEPTION

Description of Exception

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

MATERIALMAN: Liberty Electric of Nettleton, MS LLC

BY: Mitch Sullivan

TITLE: Owner

MAILING ADDRESS: P.O. Box 293

DATE: 1/24/2024

Nettleton, MS 38858

TELEPHONE: 662-397-3365

STREET ADDRESS: 119 Metts Rd

FAX: _____

Nettleton, MS 38858

EMAIL: stephanie@libertyelectricms.com

PRINCIPAL CONTACT: Mitch Sullivan

TELEPHONE: 662-315-9057

EMAIL: mitch@libertyelectricms.com

ALTERNATE CONTACT: Stephanie Hester

TELEPHONE: 662-397-3365

EMAIL: stephanie@libertyelectricms.com

END OF DOCUMENT

**DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	<u>Liberty Electric of Nettleton, MS LLC</u>
Name of Individual	<u>Mitch Sullivan</u>
Title	<u>Owner</u>
Address	<u>P.O. Box 293</u>
	<u>Nettleton, MS 38858</u>
Telephone	<u>662-315-9057</u>
Email Address	<u>mitch@libertyelectricms.com</u>

BUSINESS ORGANIZATION INFORMATION:

Check one: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

2007 MS

b. List of Executive Officers

Name	Title
<u>Mitch Sullivan</u>	<u>Owner</u>
<u>Austin Young</u>	<u>Owner</u>

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

General Publicly Traded Limited Other (describe):

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If Joint Venture:

- a. Date and State of Organization
- _____
- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)
- _____
- _____
- _____

If Sole Proprietorship:

- a. Date and State of Organization
- _____
- b. Name and Address of Owner or Owners
- _____
- _____
- _____

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.
- Federated / Granite Re, Inc
- _____
- _____
2. What is your approximate total bonding capacity?
- | | |
|---------------------------------|----------------------------|
| <u>\$500,000 to \$2,000,000</u> | \$2,000,000 to \$5,000,000 |
| \$5,000,000 to \$10,000,000 | \$10,000,000 or more |
3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? Yes ☐ No ☒
- If yes, show names and addresses of affiliated companies
- _____
- _____
4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.
- ISN Certified
- CMS Safety Management Program

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5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Cadence Bank
 Address 219 W. Main St
Nettleton, MS 38858
 Account Manager Jennifer
 Telephone 662-963-2347

GENERAL PROJECT INFORMATION:

6. Value of Electric Work completed during the last calendar year \$ 4,000,000
7. Value of all Work completed for the last calendar year \$ _____
8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.
9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
 Yes ☐ No ☒
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
 Yes ☐ No ☒
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
 Yes ☐ No ☒
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

MS 20736-MC TN 79112 FL EC13012775

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Mitch Sullivan
 Title: Owner
 Dated: 1/24/24

END of DOCUMENT

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF MISSISSIPPI
COUNTY OF Monroe

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Mitch Sullivan 119 Metts Rd Nettleton, MS
(insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to City of Tupelo 2023-068PW
(insert name of city, dept, project No.)
for the construction of Diesel Generator Package Systems;
(insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Mitch Sullivan
AFFIANT

SUBSCRIBED AND SWORN TO before me this 23rd day of January, 2024.



Jennifer Green
NOTARY PUBLIC

My commission expires: April 25, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2024

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
LIBERTY ELECTRIC OF NETTLETON MS, LLC
PO BOX 293
NETTLETON, MS 38858-0293

495-654-6

COVERAGES

CERTIFICATE NUMBER: 23

REVISION NUMBER: 0

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	TYPE OF INSURANCE	ADL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6155757	05/21/2023	05/21/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6155757	05/21/2023	05/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6155758	05/21/2023	05/21/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	1814321	05/21/2023	05/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

495-654-6
CITY OF TUPELO
71 TROY ST
TUPELO, MS 38804-4747

23 0

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



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Liberty Electric of Nettleton MS, LLC,
119 Metts Road, Nettleton, MS 38858,
 as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,
 a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
 and firmly bound unto City of Tupelo,
71 East Troy Street, Tupelo, MS 38801,
 as Oblige, hereinafter called the Oblige, in the sum of **** Five Percent of Bid Amount (5%) ****
 for 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

Project: Diesel Generator Package Systems for Tupelo Fire Stations #3, #4, #6, and #7, 2023-068PW

Bid Date: 01/25/2024

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

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

Signed and sealed this 01/25/2024.

Witness

Jennifer Green



Liberty Electric of Nettleton MS, LLC

Mitch Sulli

Title

(SEAL)

Granite Re, Inc.

Hugh Weeks

Hugh Weeks, Attorney-in-Fact

(SEAL)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

HUGH WEEKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

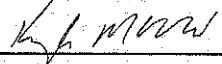
HUGH WEEKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)



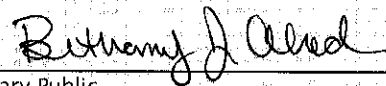

 Kenneth D. Whittington, President


 Kyle P. McDonald, Assistant Secretary

On this 17th day of August, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
 April 21, 2027
 Commission #: 11003620




 Notary Public

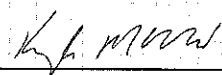
GRANITE RE, INC.
 Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
 25th day of January, 2024.




 Kyle P. McDonald, Assistant Secretary



From: Mitch Sullivan

Date: 1/24/24

To: City of Tupelo

Cc:

Subject: Diesel Generator Package Systems for Tupelo Fire Stations #3,#4,#6 & #7

ESTIMATE

This estimate includes the following scope of work:

100 kW Kohler Diesel Generators (Fire Stations #3, #4) 30 kW Kohler Diesel Generators (Fire Stations #6, #7) Epa Certified for Stationary Emergency Standby UL 2200 Listing. Digital Control Panel IBC Seismic Factory Certification Governor Alternator Space Heater 105C Temp Rise Over 40C Ambient Alternator UL 2200 Sound Attenuated Level 2 Outdoor Enclosure with Enclosure Silencer Dual Wall Based Fuel Tank with Fill Pipe and Lock Cap Audio and Visual Fuel Alarm Vent Pipe and Emergency Fuel Pipe NFPA Bundle Generator Running and Fault Relay Wet Battery Jacket Water Heater Current Transformer Collant Reservoir Low Coolant Level Shutdown Baffle Kit Shipped Loose Enclosure Spare GFCI Outlet UL, 100% Rated Circuit Breaker: 400A LSI (Fire Station #3, #4) UL, 100% Rated Circuit Breaker: 100A LSI (Fire Station #6, #7) Local Annunciator Automatic Transfer Switch: 600 Amp, 3 Pole, Service Entrance Rated, NEMA 3R, with Heater & Thermostat (Fire Stations #3, #4) Automatic Transfer Switch: 400 Amp, 3 Pole, Service Entrance Rated, NEMA 3R, with Heater & Thermostat (Fire Stations #6, #7). **FIRST TANK OF FUEL FOR EACH UNIT APPROX. 604 GALLONS TOTAL AND EXTRA OIL & AIR FILTERS INCLUDED.**

Note: Fire House #3

This application was specified to have 600Amp 3PH 240/120V Service. Upon field inspection it was verified that this application is a 400Amp 240/120V 1PH Service. We have adjusted our estimate to reflect this application.

Acceptance of Proposal: Estimate must be accepted within 15 days, or Liberty Electric reserves the right to modify it in any aspect.

Terms of Payment: All invoices, unless otherwise agreed upon, will be due 30 days from date of invoice.

Permits: Prices do NOT include any permit fees.

Insurance: Liberty Electric has in force, & included in the pricing of this quote the following insurance:

- Workers Compensation (\$1,000,000.00)
- General Liability (\$1,000,000.00) General Aggregate (\$2,000,000.00)
- Umbrella Liability (\$2,000,000.00)
- Auto (\$1,000,000.00)

Taxes: Sales Taxes are NOT included in this estimate.



Lead Times:

- 100KW Generator (40 – 44 Weeks)
- 600Amp Transfer Switch (28 – 32 Weeks)
- 30KW Generator (10 – 14 Weeks) Note: 25 KW (Kohler doesn't provide in a diesel application)
- 400Amp Transfer Switch (28 – 32 Weeks)

- Execution of Scope:

Installation of transfer switches will be the first to be installed. There will/could be a 12 hour down time to install these switches. Once switches are installed, the underground Conduits and concrete generator pad will be the next phase of installation. At that point, we will be at the mercy of Kohler on the delivery of the generator units. They have given us an estimated lead time, but in the last year we have learned that this are fluid. There will be no subcontractors under Liberty Electric on this project. Liberty will be completing 100% of the scope.

Base Bid as follows:

- Fire Station # 3 \$76,305.00 (First Tank of Fuel Included)
- Fire Station # 4 \$76,305.00 (First Tank of Fuel Included)
- Fire Station # 6 \$67,750.00 (First Tank of Fuel Included)
- Fire Station #7 \$59,650.00 (First Tank of Fuel Included)

Total (Including Authorized Contract Amendments) \$280,010.00

Mitch Sullivan

Owner/Liberty Electric

Acceptance of Proposal: Estimate must be accepted within 15 days, or Liberty Electric reserves the right to modify it in any aspect.

Terms of Payment: All invoices, unless otherwise agreed upon, will be due 30 days from date of invoice.

Permits: Prices do NOT include any permit fees.

Insurance: Liberty Electric has in force, & included in the pricing of this quote the following insurance:

- Workers Compensation (\$1,000,000.00)
- General Liability (\$1,000,000.00) General Aggregate (\$2,000,000.00)
- Umbrella Liability (\$2,000,000.00)
- Auto (\$1,000,000.00)

Taxes: Sales Taxes are NOT included in this estimate.

**DOCUMENT 00301
BID FORM**

Date: 1.24.24

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

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

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #3 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>123,504⁰⁰</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 1:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #4 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>123,504⁰⁰</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 2:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #6 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>92,664⁰⁰</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 3:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #7 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>92,664⁰⁰</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

TOTAL BID PRICE

\$ 452,336⁰⁰

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2023-068PW

DELIVERY:

Delivery Site: Tupelo Fire Stations #3, #4, #6, and #7

Delivery Date: 11.27.24

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

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

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

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

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

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

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
N/A	N/A
N/A	N/A

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

Specification SectionAssociated with EXCEPTIONDescription of Exception

N/A

N/A

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

MATERIALMAN Ready Power LLC

BY: 

TITLE: Vice President

MAILING ADDRESS: 4900 Calliope St

DATE: 1.24.24

New Orleans, LA

TELEPHONE: 504-310-4410

70125

FAX: N/A

STREET ADDRESS: 4809 Clio Street

EMAIL: jrooney@readypowerusa.com

New Orleans, LA

70125

PRINCIPAL CONTACT: Jason Rooney

TELEPHONE: 504-264-5935

EMAIL: jrooney@readypowerusa.com

ALTERNATE CONTACT: Jeremiah Johnson

TELEPHONE: 504-310-4410

EMAIL: jjohnson@readypowerusa.com

END OF DOCUMENT

**DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	Ready Power LLC
Name of Individual	Jeremiah Johnson
Title	Vice President
Address	4900 Calliope St
	New Orleans, LA
Telephone	70125
Email Address	jjohnson@readypowerusa.com

BUSINESS ORGANIZATION INFORMATION:

Check one: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Executive Officers

Name	Title
Jeremiah Johnson	Vice President
Lloyd Huck	President

If Partnership:

a. Date and State of Organization

April 19, 2009 Louisiana

b. Name of Current General Partners

JEREMIAH JOHNSON
Lloyd Huck

c. Type of Partnership:

General Publicly Traded Limited Other (describe):

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If Joint Venture:

- a. Date and State of Organization

- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

- a. Date and State of Organization

- b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

SURETY BOND BROKERS - MEGHANN TURNER
6709 Perkins Rd
Baton Rouge LA 70808 (225) 757-9191

2. What is your approximate total bonding capacity?

☒ \$500,000 to \$2,000,000

☐ \$2,000,000 to \$5,000,000

☐ \$5,000,000 to \$10,000,000

☐ \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in

I.R.C. Sec 1563? Yes

No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

our permanent safety plan is available upon
contract acceptance or upon notice of being a
low bidder.

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5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Hancock Whitney Bank
 Address 701 Poydras St
New Orleans LA 70139
 Account Manager Jason Barlow
 Telephone 504-586-3510

GENERAL PROJECT INFORMATION:

6. Value of Electric Work completed during the last calendar year \$ 13,000,000
7. Value of all Work completed for the last calendar year \$ 13,000,000
8. ☒ Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.
9. ☒ Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
 Yes ☒ No
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
 Yes ☒ No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
 Yes ☒ No
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:
24608-MC

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Jeremiah Johnson
 Title: Vice President
 Dated: 1.24.24

END of DOCUMENT

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF MISSISSIPPI
COUNTY OF _____

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for READY POWER, LLC 4900 CALLORE ST NEW ORLEANS
(insert name and address of bidding entity) LA 70125
2. That the bidding entity has submitted a bid to CITY OF TUPALO, 2023-068PW; 8542
(insert name of city, dept, project No.)
for the construction of Diesel Package Generator System Installation; and Labor and
(insert name of project)
Material for Fire Stations #3, #4, #6 & #7
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO before me this 24 day of January, 2024.



Justin Caprera
Notary Public
Notary ID No. 157030
Orleans Parish, Louisiana

[Signature]
NOTARY PUBLIC

My commission expires: Death

**SECTION 00820
EQUAL OPPORTUNITY PROVISIONS**

The Bidder represents that:

It has [], does not have ☒, 100 or more employees, and if it has, that

It has [], has not [], furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post, in conspicuous places available to



**Certificate Of Authority Of
READY POWER, L.L.C.**

The undersigned, being all of the managers of Ready Power, L.L.C., a manager managed limited liability company organized and existing under the laws of the State of Louisiana, (hereinafter sometimes referred to simply as the "Company") and as authorized by the articles of organization of the Company and Louisiana Revised Statute 12:1305.C.(5) do hereby certify:

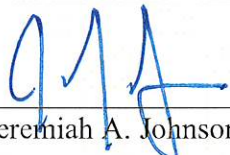
That Jeremiah A. Johnson, member of the Company, be and he/she/they is/are authorized, empowered and directed, for and on behalf of the Company to do any and all things deemed by him/them to be necessary or appropriate for the purpose of carrying out the business activities of the Company, including, without limitation, (i) to bind the Company and execute on behalf of the Company with any person, firm or corporation for any legal purpose, and (ii) to sign and/or execute any and all necessary documents, applications, and/or quotes to make an application for a qualifying public or private bid which binds the Company to perform under the bid, in the event that the Company is the winning qualified bidder.

That the following are all of the members of the Company:

Jeremiah A. Johnson

To the extent the authority granted and/or certified herein exceeds or conflicts with any limits of authority placed upon the members and /or managers of the Company by any operating agreement of the Company, the operating agreement of the Company is hereby amended to authorize the above identified member(s)/manager(s), or any one of them acting alone, to act on behalf of the Company and bind the Company in accordance with this Certificate of Authority.

This certification is made on this 24th day of January, 2024.



 Jeremiah A. Johnson, Member/Manager



Point of Contact: Jason Rooney

Current phone number: 504-264-5935

Email address: Jrooney@readypowerusa.com

Respondent: Ready Power, LLC
4900 Calliope St
New Orleans, LA 70125
504-264-5935

Ready Power LLC has performed generator installation similar to these countless times. We intend to self-perform all of this work in house. We have capabilities, tools and experience necessary to complete all of the work required for this project with internal management and construction personnel.

Generators are our primary business, not something we do occasionally or as a sideline activity. Our focus is providing emergency power to our region.

We design customized backup power solutions for each customer's specific needs.

We handle every aspect of generator installation and maintenance in house. We do not send any work to subcontractors.

We use concrete slabs, aluminum stands and installation materials designed to last a lifetime. So you can have confidence in your generator system.

We handle all the paperwork – surveys, permits, inspections, variances, product registration, maintenance records and warranty claims.

We employ manufacturer certified and trained technicians.

We service, maintain and warrant generators for hundreds of our clients and are available 24/7.

We guaranty in writing that our installation complies with the manufacturer's requirements and all building codes. If there's a problem, we'll fix it for free. Simple as that!

Over the past 10 years, our Generator Division has designed and installed thousands of back-up power solutions for our customers throughout the Gulf South. We also provide ongoing service, maintenance and warranty support.

We think outside of the box and provide innovative solutions. That innovation led to opportunities as our customers began asking us to provide more than just back-up power solutions. Their continual requests and needs led us to establish a Sports Field Lighting Division and a Federal Work Division.

We welcome challenges every day at Ready Power and look forward to handling yours.



1. Key Personnel:

Jeremiah Johnson, Vice President

- 17 years of experience
- Ready Power, LLC in New Orleans, LA and Lake Charles, LA
- Harvard University, BS
- State Licensed in Electrical, Mechanical, Commercial Construction, Residential Construction & Municipal and Public Works
- State Licensed in Electrical in AL, MS, FL, TX, CA, CO
- State Licensed in Mechanical/Gas in AL, MS
- State Licensed in Commercial Construction in AL, MS
- Significant experience in Large Commercial Generator installations for Private, City, State and Federal Clients for over 15 years
- Significant experience in Residential Generator Installations
- Numerous jobs of experience in Commercial Electrical Construction

Lloyd Huck, President

- 30 years of experience
- Ready Power, LLC in New Orleans, LA and Lake Charles, LA and Jack's Electric Service Inc. in New Orleans, LA
- University of Alabama, BS
- State Licensed in Electrical, Commercial Construction, Residential Construction and Municipal and Public Works
- Significant experience in Large and Medium Commercial Electrical Work, New Construction and Renovation

John Landry, Project Manager

- 35 years of experience
- Ready Power, LLC in New Orleans, LA and Jack's Electric Service, Inc in New Orleans, LA
- University of New Orleans, BS
- State Licensed in Electrical
- Significant experience in managing large and medium commercial electrical projects for renovations and new construction.
- Significant experience in managing large commercial generator installation projects

Amanda Peterson, Service Manager

- 3 years experience in Construction, 20 years experience in Administration
- Ready Power, LLC in New Orleans and Lake Charles, LA
- Significant experience in managing permitting and inspections for large and small construction projects.



Schedule A:

Past Performance Projects:

1. Mingus Mountain

1. Prescott, AZ
2. Western Area Power Administration
3. Federally Funded project
4. Key Personnel
 - a. Lloyd Huck - President
 - b. Jeremiah Johnson - Vice-President/Project Manager
 - c. John Landry - Project Manager
5. Status: Completed
6. Base Contract: \$253,742
7. Final Contract: \$340,402.95
8. Completion Date: September 2021
9. Permitting: Internal by the Western Area Power Administration
10. Project Contact: Frederick Oliver, 480-645-0477, oliver@wapa.gov
11. Contract #: 89503123CWA000057
12. Scope of work: This project consists of replacing an existing communication building and all equipment with new. This project involved demoing and removing the existing structure and transporting and installing a new precast communication building, with new emergency generator power, electrical components, communication components, concrete pads, etc.

2. Kessler Springs

1. Mojave Desert, CA
2. National Park Service
3. Federally Funded project
4. Key Personnel
 - a. Lloyd Huck - President
 - b. Jeremiah Johnson - Vice-President/Project Manager
 - c. John Landry - Project Manager
5. Status: Completed
6. Base Contract: \$193,011
7. Final Contract: \$290,347.50
8. Completion Date: December 2022
9. Permitting: Internal by the National Park Service
10. Project Contact: Jeremy Petruncio, 760-577-5754, jeremy_petruncio@nps.gov
11. Contract #: 140P8120P0115
12. Scope of work: This project consists of updating and replacing an aging well site with new electrical components, new emergency propane generator, new photovoltaic system components, new 1000 gallon bladder tank, along with new well components that provided power to a well pump at Kessler Springs Housing Area.



3. DOTD - Section 45

1. Baton Rouge, LA
2. Louisiana Department of Transportation
3. No grant funding
4. Key Personnel
 - a. Lloyd Huck - President
 - b. Jeremiah Johnson - Vice-President/Project Manager
 - c. John Landry - Project Manager
5. Status: Completed
6. Base Contract: \$379,793.66
7. Final Contract: \$443,165.66
8. Completion Date: August 2020
9. Permitting: Internal by the DOTD
10. Project Contact: Jason Michiels, 225-379-1962, jason.michiels@la.gov
11. Contract #: H972185
12. Scope of work: Install a customer provided 500 kW and 200 kW diesel generators and 2000 amp and 1200 amp NSE and SE, respectively, rated automatic transfer switches. Install 2000 amp custom busway between generator and ATS and ATS and switchgear. Remove/replace (3) sections of 480V 2000-amp switchgear. Form, fabricate and install a reinforced concrete slab for each generator and ATS with bollard protection.

4. Caresouth

1. Donaldsonville, LA
2. Caresouth, Project done for National Power
3. No grant funding
4. Key Personnel
 - a. Lloyd Huck - President
 - b. Jeremiah Johnson - Vice-President/Project Manager
 - c. John Landry - Project Manager
5. Status: Completed
6. Base Contract: \$139,195
7. Final Contract: \$139,195
8. Completion Date: May 2023
9. Permitting: Ascension Parish and City of Donaldsonville
10. Project Contact: Randy McInnis, 704-756-7991, randy.mcinnis@natpower.com
11. Scope of work: Install an owner furnished 150kw diesel generator. Design and construct generator slabs. Install automatic transfer switch.



Schedule B:

Current Project:

1. Holiday Inn

1. New Orleans, LA
2. Holiday Inn Downtown Superdome
3. No grant funding
4. Key Personnel
 - a. Lloyd Huck - President
 - b. Jeremiah Johnson - Vice-President/Project Manager
 - c. John Landry - Project Manager
5. Status: In Progress
6. Base Contract: \$1,885,000
7. Final Contract: \$1,885,000
8. Completion Date: Q3 2024
9. Permitting: City of New Orleans
10. Project Contact: GM Louis Salmon, 504-508-1737, luis@hi-neworleans.com
11. Scope of work: Design and install a new 1 MW diesel generator. Design and construct generator slabs. Integrate and install automatic transfer switch into existing switchgear.

2. CIAA Project #2023-15

1. Lake Charles, Louisiana
2. Chennault International Airport Authority
3. No grant funding
4. Key Personnel
 - a. Lloyd Huck - President
 - b. Jeremiah Johnson - Vice-President/Project Manager
 - c. John Landry - Project Manager
5. Status: In Progress
6. Base Contract: \$281,702.00
7. Final Contract: \$281,702.00
8. Completion Date: Q4 2024
9. Permitting: Lake Charles Parish
10. Project Contact: Kedrick Bernard kbernard@chennault.org
11. Scope of work: Install one owner furnished 150kw diesel generator. Furnish and install 1 - 150 kw NG generator and 2 - 25ke NG generator. Construct generator slabs and install automatic transfer switches.

3. PROJECT HMGP 4263-DR-La-#20

1. Donaldsonville, Louisiana
2. Ascension Parish Government
3. N/A



4. Key Personnel

- a. Lloyd Huck - President
- b. Jeremiah Johnson - Vice-President/Project Manager
- c. John Landry - Project Manager

5. Status: In Progress

6. Base Contract: \$153,298.00

7. Final Contract: \$153,298.00

8. Completion Date: Q4 2024

9. Permitting: Donaldsonville Parish

10. Project Contact: Dean Thomason - Project Manager Dean.Thomason@apgov.us

11. Scope of work: Install two owner furnished 150 kw generators. Construct generator slabs and install automatic transfer switches.

State of Mississippi

BOARD OF CONTRACTORS

READY-POWER, LLC
4809 CLIO STREET
NEW ORLEANS, LA 70125

ACTIVE

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) ELECTRICAL WORK
- 3) MECHANICAL WORK

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 15 day of Dec., 2023



CERTIFICATE OF RESPONSIBILITY

No. 24608-MC

Expires Dec. 15, 2024

Joel A. Canell

CHAIRMAN OF THE BOARD

122223

2023-068PW

**DOCUMENT 00301
BID FORM**

Date: 1/24/2024

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

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

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #3 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>89,903.55</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 1:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #4 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>89,903.55</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 2:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #6 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>75,373.34</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

ADDER 3:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Fire Station #7 Diesel Package Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>71,458.16</u>
2	1	Authorized Contract Amendments	\$ <u>5,000</u>

TOTAL BID PRICE \$ 346,638.60

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DELIVERY:

Delivery Site: Tupelo Fire Stations #3, #4, #6, and #7

Delivery Date: 40-44 weeks from Notice to Proceed date

An alternate Delivery Date of 45+ weeks from Notice to Proceed date is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ 0.00 is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

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

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

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The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

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

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

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

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

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

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

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

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

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

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

ADDENDUM NUMBER

DATE

NONE

122223

2023-068PW

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

MATERIALMAN: Nixon Power ServicesBY: Sterling RobinsonTITLE: Industrial SalesMAILING
ADDRESS: 326 Leggett Drive
Richland, MS 39218DATE: 1/24/2024
TELEPHONE: (833) 777-6937STREET
ADDRESS: SameFAX: _____
EMAIL: sterling@nixonpower.comPRINCIPAL
CONTACT: Sterling RobinsonTELEPHONE: (601) 720-3481
EMAIL: sterling@nixonpower.comALTERNATE
CONTACT: Zachary JohnsonTELEPHONE: (615) 234-1392 x3118
EMAIL: zjohnson@nixonpower.com

END OF DOCUMENT

122223

2023-068PW

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

Specification Section
Associated with EXCEPTION

Description of Exception

NO EXCEPTIONS

**OLD REPUBLIC SURETY COMPANY****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHRIS GULLEDGE, JORDAN PREWETT, PAULA MATKINS, OF PONTOTOC, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JULY, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of JULY, 2023

, personally came before me, Alan Pavlic and

Karen J Haffner

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0247



Signed and sealed at the City of Brookfield, WI this _____ day of _____.

Karen J. Haffner

Assistant Secretary

FIRST CHOICE INSURANCE INC.

APPENDIX P

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2401241
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY
4855 CLIFF COOKIN BLVD
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY
P O BOX 1635
MILWAUKEE, WI 53201

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

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING 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 INSTALLATION OF 4 FIRE STATION GENERATORS

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 material 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 25TH day of JANUARY, 2024

Curt McMillan
Witness

TIMMONS ELECTRIC COMPANY
Principal
Mike Timmons
Title



Witness

OLD REPUBLIC SURETY COMPANY
Surety
Attorney-In-Fact



122223

SECTION 00820 EQUAL OPPORTUNITY PROVISIONS

The Bidder represents that:

It has ☐ , does not have ☒ , 100 or more employees, and if it has, that

It has ☐ , has not ☐ , furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

**MITCHELL ROAD CROSSDRAINS
CITY OF TUPELO, MISSISSIPPI**

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Stephen N. Reed, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME:

Stephen N. Reed

DATE:

2-1-2024

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

MITCHELL ROAD CROSSDRAINS CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT made this 1 day of February, 2024 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Townes Construction Co., Inc., doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of MITCHELL ROAD CROSSDRAINS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the sum of three hundred sixty-six thousand eight hundred ninety dollars and thirty one cents \$366,890.31, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written. 2-1-2024 TS

8. The attached American Rescue Plan Act (ARPA) Mandatory Addendum (~~6-5-2023~~) and *Agmt* Byrd Anti-Lobbying Amendment are included and made a part of this Agreement.

OWNER:**CITY OF TUPELO, MISSISSIPPI**

BY: *Todd Jordan*
 Name: Todd Jordan
 Title: Mayor

ATTEST:

BY: *Kim Hanna*
 Name: Kim Hanna
 Title: City Clerk

**CONTRACTOR:**

Townes Const. Co. Inc

BY: *Armstead Townes III*
 Name: Armstead Townes III
 Title: PRES.

ATTEST:

BY: *Lena Townes*
 Name: Lena Townes
 Title: Secretary

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

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

Compliance with Federal Law, Regulations and Executive Orders

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

Equal Opportunity Clause

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

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

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

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

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

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

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

Minority and Women Business Enterprises

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

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

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

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

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

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

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

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

Davis-Bacon Act

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

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

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

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

Copeland "Anti-Kickback" Act

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

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

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

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

Contract Work Hours and Safety Standards Act

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

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

Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

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

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

Federal Water Pollution Control Act

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

Debarment and Suspension

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

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

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

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

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

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

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

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

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

Procurement of Recovered Materials

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

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

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

Access to Records

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

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

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

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

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

Publications

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

Increasing Seat Belt Use in the United States

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

Reducing Text Messaging While Driving

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

Domestic Preference for Procurements

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

For purposes of this clause:

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

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

Remedies

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

Termination for Cause and Convenience

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPIBy: Todd JordanName: Todd JordanTitle: MayorDate: 2-1-2024

CONTRACTOR:

Townes Construction Co., IncBy: Armstead TownesName: Armstead TownesTitle: pres.Date: 2-1-2024

BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Armstead Townes
Signature of Contractor's Authorized Official

Armstead Townes Pres
Name and Title of Contractor's Authorized Official

2/1/2024
Date

Form 72-16-02

MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account

ID: _____

P.O. BOX 1033 JACKSON, MS 39215**RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND**

STATE OF MISSISSIPPI

BOND NUMBER GRMS58689

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

Townes Construction Co., Inc. 16398 Hwy 8 West Grenada MS 38901 as Principal,
Name Address City State Zip

in favor of City of Tupelo 71 East Troy St Tupelo MS 38804 as Obligees,
Name Address City State Zip

And covering a contract dated _____, _____, for the construction of
Mitchell Road Crossdrains

(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes, damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., § 27-7-1 et seq., § 27-13-1 et seq., § 27-7-301 et seq., and § 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this _____ day of _____, 20____

Filed and Approved, this _____ day of _____, 20____ Townes Construction Co., Inc

COMMISSIONER: _____ PRINCIPAL: Armstrong Townes

Countersigned by: _____

SURETY: Granite Re, IncJohn G. Raines Attorney in Fact

Licensed Mississippi Agent

John G. Raines

601-605-3150

Type or Print Name of Agent

Telephone Number

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

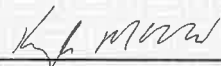
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)



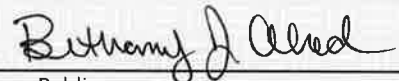

 Kenneth D. Whittington, President


 Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
 April 21, 2027
 Commission #: 11003620




 Notary Public

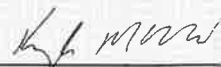
GRANITE RE, INC.**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




 Kyle P. McDonald, Assistant Secretary

**MITCHELL ROAD CROSSDRAINS
CITY OF TUPELO, MISSISSIPPI**

Bond No. GRMS58689

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and Granite Re, Inc, 14001 Quailbrook Dr, Oklahoma City,
OK 73134 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **three hundred sixty-six thousand eight hundred ninety dollars and thirty one cents \$366,890.31** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

MITCHELL ROAD CROSSDRAINS

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Lena Souner

(Principal) Secretary

(SEAL)

Alexis Kounds

Witness as to Principal

16398 Hwy 8 West

Address

GRENADE MS 38901

ATTEST:

[Signature]

Witness as to Surety

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

Townes Construction Co., Inc

Principal

By: Armstead Townes

16398 Highway 8 West

Address

Grenada, MS 38901

Granite Re, Inc

Surety

By: [Signature]

Attorney-In-Fact John G. Raines

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**MITCHELL ROAD CROSSDRAINS
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

Bond No. GRMS58689

Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and Granite Re, Inc, 14001 Quailbrook Dr, Oklahoma
City, OK 73134 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **three hundred sixty-six thousand eight hundred ninety dollars and thirty one cents \$366,890.31** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

MITCHELL ROAD CROSSDRAINS

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Lena Townes

(Principal) Secretary

(SEAL)

Alexcis Rounds

Witness as to Principal

16398 Hwy 8 West

Grenada MS 38901

ATTEST:

[Signature]

Witness as to Surety

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

Townes Construction Co., Inc

Principal

By: [Signature]

16398 Highway 8 West

Address

Grenada, MS 38901

Granite Re, Inc

Surety

By:

[Signature]
Attorney-In-Fact John G. Raines

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Resident Mississippi Agent
John G. Raines

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)



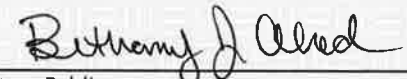

 Kenneth D. Whittington, President


 Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
 April 21, 2027
 Commission #: 11003620




 Notary Public

GRANITE RE, INC.

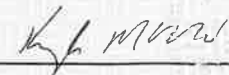
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




 Kyle P. McDonald, Assistant Secretary

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
CITY OF TUPELO, MISSISSIPPI**

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Stephen N. Reed, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: Stephen N. Reed
DATE: 2-1-2024

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

MEDICAL PARK CIRCLE PIPE REPLACEMENT CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT made this 1 day of February, 2024 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Townes Construction Co., Inc., doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of MEDICAL PARK CIRCLE PIPE REPLACEMENT.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the sum of **three hundred fourteen thousand five hundred thirty dollars and forty cents (\$314,530.40)**, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

8. The attached American Rescue Plan Act (ARPA) Mandatory Addendum (~~6-5-2023~~) and Byrd Anti-Lobbying Amendment are included and made a part of this Agreement.

2-1-2024 TJ
CJA

OWNER:**CITY OF TUPELO, MISSISSIPPI****BY:**Name: Todd JordanTitle: Mayor**ATTEST:****BY:**Name: Kim HannaTitle: City Clerk**CONTRACTOR:**Townes Const. Co., Inc.**BY:**Name: Armstead Townes IIITitle: Pres.**ATTEST:****BY:**Name: Armstead Kena TownesTitle: Secretary**CORPORATE SEAL**

NOTE: If CONTRACTOR is a corporation, secretary should attest.

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

Compliance with Federal Law, Regulations and Executive Orders

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

Equal Opportunity Clause

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

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

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

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

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

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

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

Minority and Women Business Enterprises

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

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

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

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

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

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

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

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

Davis-Bacon Act

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

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

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

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

Copeland "Anti-Kickback" Act

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

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

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

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

Contract Work Hours and Safety Standards Act

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

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

Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

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

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

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

Federal Water Pollution Control Act

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

Debarment and Suspension

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

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

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

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

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

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

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

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

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

Procurement of Recovered Materials

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

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

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

Access to Records

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

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

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

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

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

Publications

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

Increasing Seat Belt Use in the United States

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

Reducing Text Messaging While Driving

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

Domestic Preference for Procurements

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

For purposes of this clause:

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

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

Remedies

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

Termination for Cause and Convenience

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPIBy: Todd JordanName: Todd JordanTitle: MayorDate: 2-1-2024

CONTRACTOR:

Townes Construction Co., Inc.By: Armstead TownesName: Armstead TownesTitle: presDate: 2-1-2024

BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

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

Armstead Townes III

Signature of Contractor's Authorized Official

Armstead Townes III PRES

Name and Title of Contractor's Authorized Official

2/1/2024

Date

Form 72-16-02

MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account

ID: _____

P.O. BOX 1033 JACKSON, MS 39215**RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND**

STATE OF MISSISSIPPI

BOND NUMBER GRMS58690

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

Townes Construction Co., Inc. 16398 Hwy 8 West, Grenada, MS 38901 as Principal,
Name Address City State Zip
 in favor of City of Tupelo 71 East Troy St Tupelo MS 38804 as Oblige,
Name Address City State Zip

And covering a contract dated _____, _____, for the construction of

Medical Park Circle Pipe Replacement

(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this _____ day of _____, 20____

Filed and Approved, this _____ day of _____, 20____

COMMISSIONER: _____

PRINCIPAL: Armstrong TownesTownes Construction Co., Inc

Countersigned by: _____

SURETY: Granite Re, IncJohn G. Raines

Attorney in Fact

Licensed Mississippi Agent

John G. Raines

601-605-3150

Type or Print Name of Agent

Telephone Number

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



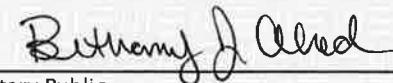

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.

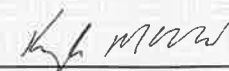
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




Kyle P. McDonald, Assistant Secretary

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
CITY OF TUPELO, MISSISSIPPI**

PAYMENT BOND

Bond No. GRMS58690

KNOW ALL PERSONS BY THESE PRESENTS that

Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and Granite Re, Inc, 14001 Quailbrook Dr, Oklahoma City, OK 73134 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **three hundred fourteen thousand five hundred thirty dollars and forty cents (\$314,530.40)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

MEDICAL PARK CIRCLE PIPE REPLACEMENT

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Lena Towne

(Principal) Secretary

(SEAL)

Alexis Round

Witness as to Principal

16398 Hwy 8 West

Address

GRENADE MS 38901

ATTEST:

[Signature]

Witness as to Surety

1076 Highland Colony Pkwy Ste 300

Address

Ridgeland, MS 39157

Townes Construction Co., Inc

Principal

By: Armstead Towne

16398 Highway 8 West

Address

Grenada, MS 38901

Granite Re, Inc

Surety

By:

Attorney-In-Fact John G. Raines

1076 Highland Colony Pkwy Ste 300

Address

Ridgeland, MS 39157

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

Bond No. GRMS58690

Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and Granite Re, Inc, 14001 Quailbrook Dr, Oklahoma City,
OK 73134 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **three hundred fourteen thousand five hundred thirty dollars and forty cents (\$314,530.40)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

MEDICAL PARK CIRCLE PIPE REPLACEMENT

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

Lena Townes

(Principal) Secretary

(SEAL)

Alexis Rounds

Witness as to Principal

16398 Hwy 8 West

Grenada MS 38901

ATTEST:

R. G. Raines

Witness as to Surety

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

Townes Construction Co., Inc

Principal

By: Amstead Townes

16398 Highway 8 West

Address

Grenada, MS 38901

Granite Re, Inc

Surety

By:

Attorney-In-Fact John G. Raines

1076 Highland Colony Pkwy, Ste 300

Address

Ridgeland, MS 39157

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Resident Mississippi Agent
John G. Raines

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

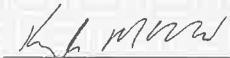
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)




 Kenneth D. Whittington, President


 Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
 April 21, 2027
 Commission #: 11003620




 Notary Public

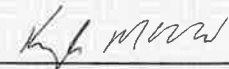
GRANITE RE, INC.
 Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




 Kyle P. McDonald, Assistant Secretary

CONTRACT AMENDMENT-CITY PARK STORM WATER (MCWI No.)

This agreement, made this the 5th day of January, 2024, by and between JAMES A HODGES CONSTRUCTION, INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

Witnesseth, the Contractor and Owner have amended this contract to add the following provision to the Amended American Rescue Plan Act (ARPA) Mandatory Addendum (6-5-2023):

Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

The parties also certify that all procurements, to the greatest extent practicable under a Federal award, have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

OWNER:

BY: Todd Jordan

TITLE: Mayor Todd Jordan

ATTEST: Kim Hanna

Title: KIM HANNA, CFO

CONTRACTOR:

BY: Andy Hry

TITLE: President

ATTEST: Robin Rodgers

TITLE: Secretary

CONTRACT AMENDMENT-GUM TREE PARK STORM WATER (MCWI No.)

This agreement, made this the **5th** day of **January, 2024**, by and between TOWNES CONSTRUCTION CO., INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

Witnesseth, the Contractor and Owner have amended this contract to add the following provision to the Amended American Rescue Plan Act (ARPA) Mandatory Addendum (6-5-2023):

Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

The parties also certify that all procurements, to the greatest extent practicable under a Federal award, have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

OWNER:

BY: Todd Jordan

TITLE: Mayor Todd Jordan

ATTEST: Kim Hanna

Title: KIM HANNA, CFO

CONTRACTOR:

BY: Armstead Lowrey III

TITLE: PRESIDENT

ATTEST: Shawn King

TITLE: PROJECT MANAGER

CONTRACT AMENDMENT-VAN BUREN AVE STORM WATER (MCWI No.)

This agreement, made this the **5th** day of **January, 2024**, by and between TOWNES CONSTRUCTION CO., INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

Witnesseth, the Contractor and Owner have amended this contract to add the following provision to the Amended American Rescue Plan Act (ARPA) Mandatory Addendum (6-5-2023):

Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

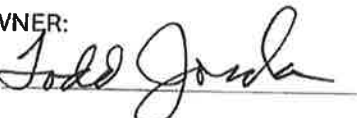
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

The parties also certify that all procurements, to the greatest extent practicable under a Federal award, have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

OWNER:

BY:



TITLE: Mayor Todd Jordan

ATTEST:



Title: KIM HANNA, CFO

CONTRACTOR:

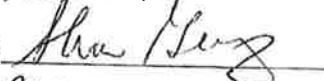
BY:



TITLE:

PRESIDENT

ATTEST:



TITLE:

PROJECT MANAGER

OVERVIEW

The City of Tupelo is a Municipal Corporation, organized and existing under the laws of the State of Mississippi. The Constitution of the State of Mississippi and statutes contained in Mississippi Code Annotated (1972 as amended) comprise the body of law governing procurement practices of all municipalities. Various state agencies promulgate regulations giving context, definition, authority and guidance of this constitutional and statutory body of law. The city has appended some of these publications in this policy. These publications give both specific requirements and best practices. *See* Document 4: Mississippi Procurement Policy; Document 5: Personal Services Contracts Rules and Regulations; Document 6: ITS Procurement Policy.

The City of Tupelo maintains a Mandatory Addendum to Contracts which establishes limits on the authority of the city relating to certain contractual provisions. *See* Document 7: Mandatory Addendum to City of Tupelo Contracts.

The City of Tupelo participates in federal and state programs directly as a recipient or sub-recipient of grant and loan funding. The Constitution of the United States, The United States Code (U.S.C.), Code of Federal Regulations (CFR) and promulgations of federal agencies supplement and sometimes supersede the above referenced body of state law.

The City of Tupelo complies with 2 CFR 200 and the United States Treasury Final Rule (1APR2022) for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) codified at 31 CFR Part 35.

2 CFR Part 200 requires recipients and sub-recipients to draft and formally adopt written policies and procedures, consistent with State, local and tribal laws and regulations and the standards of 2 CFR 200, for the acquisition of property or services required under a Federal award or subaward.

[eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

Although the following sections are contained in the link above, the City of Tupelo specifically cites its documented procurement procedures conform to the procurement standards identified in 200.318(a) through 200.327.

§ 200.318 General procurement standards.

§ 200.319 Competition.

§ 200.320 Methods of procurement to be followed.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 200.322 Domestic preferences for procurements.

§ 200.323 Procurement of covered materials.

§ 200.324 Contract cost and price.

§ 200.325 Federal awarding agency or pass through review.

§ 200.326 Bonding requirements.

§ 200.327 Contract provisions.

The City of Tupelo has drafted an ARPA Mandatory Addendum to Contracts to ensure compliance with 2 CFR 200 and the United States Treasury Final Rule (1APR2022) for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) codified at 31 CFR Part 35.

See Document 8: ARPA Mandatory Addendum to Contracts.

These provisions apply to all contracts for procurement unless otherwise exempted by guidance from the Mississippi Department of Environmental Quality and the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program. *See Document 9: Excerpts of MDEQ MWCI FAQs.*

The City of Tupelo anticipates that most procurements will be made using competitive bidding. Architect and Engineering (A/E) professional services were procured pursuant to CFR §200.320 (b) (2) (iv) proposals.

The City of Tupelo is an equal opportunity employer. Minority and disadvantaged business enterprises will be afforded full opportunity to submit responses to procurement solicitations and will not be discriminated against on any grounds. CFR §200.321. *See Document 3: Minority Participation Policy.*

This policy manual may be supplemented.

MINORITY PARTICIPATION POLICY

Equal Opportunity Clause

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

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

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

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

The **applicant** agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they

may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The **applicant** further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minority and Women Business Enterprises

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

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

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

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank agencybidbank@mississippi.org. You should receive a confirmation to retain in order to demonstrate proof of compliance.

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

Compliance with Federal Law, Regulations and Executive Orders

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

Equal Opportunity Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Davis-Bacon Act

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

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

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

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

Copeland "Anti-Kickback" Act

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

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

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

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

Contract Work Hours and Safety Standards Act

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

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

Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

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

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

Federal Water Pollution Control Act

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

Debarment and Suspension

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

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

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

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

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

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

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

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

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

Procurement of Recovered Materials

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

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

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

Access to Records

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

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

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

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

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

Publications

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

Increasing Seat Belt Use in the United States

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

Reducing Text Messaging While Driving

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

Domestic Preference for Procurements

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

For purposes of this clause:

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

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

Remedies

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

Termination for Cause and Convenience

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

**BYRD ANTI-LOBBYING
AMENDMENT**

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
December 18, 2023

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, December 18, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Stephanie Coomer
Commissioner-Jessica Hollinger
Commissioner- Romanda Ofosu-Darkwah
Commissioner- Marcus McCoy
Commissioner- Darrell Marcle
Commissioner- Nat Grubbs

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 November 20, 2023 was discussed. Vice Chair Stephanie Coomer made a motion to approve the minutes as written, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

Financial Report

Rosiland Barr discussed the financial report.

Director's Report

Kevan gave us an update on our past events. We had public Ice Skating beginning 11/24, Disney on Ice (6 shows in 4 days) 11/30-12/03. This was our 2nd highest grossing Disney on Ice event selling over 19,000 tickets. Harlem Globtrotters on 12/16 with only 1,237 tickets sold and they have already booked for next year. MSU Men's Basketball 12/17 with over 2,700 tickets sold and they are looking for dates for next year, and 33 meeting events.

Kevan also updated us on our upcoming events. Public Ice Skating through January 15th, Deep South Cheer 01/19-21, and 17 meeting events.



CADENCE BANK
Arena & Conference Center

Old Business:

Kevan gave us an update on our Arena Lighted Project, the bid process has started and we hope to have this completed by August.

Amendment to August 21, 2023 minutes for SM Lawrence change order #2 was discussed. Change order #2 to SM Lawrence in the amount of \$25,163.60 for scope of work: Due to continuous faults on the existing cooling tower variable frequency drives, it was requested that the contractor provide new variable frequency drives to the cooling towers. Commissioner Marcus McCoy made a motion to approve the amendment, seconded by Commissioner Nat Grubbs. All commission members voting aye, the motion passed.

New Business

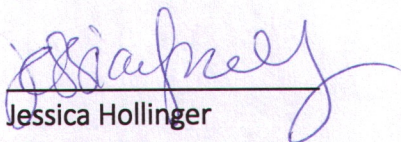
Reschedule January Commission Meeting to January 22nd due to MLK Day and reschedule February Commission Meeting to February 26th due to President's Day was discussed. Commissioner Nat Grubbs made a motion to approve, seconded by Vice Chair Stephanie Coomer. All commission members voting aye, the motion passed.

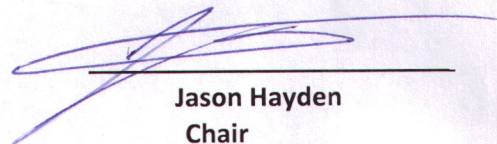
Check Approval:

Commissioner Jessica Hollinger made a motion to approve the checks from November, seconded by Commissioner Marcus McCoy. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jason Hayden adjourned the meeting at approximately 3:20 p.m.



Jessica Hollinger
Secretary

Jason Hayden
Chair

Memo

To: Tupelo City Council

From: Tupelo Traffic Committee

Subject: Review/Approve Traffic Committee Minutes of January 25, 2024

Date: January 31, 2024

Attached are the minutes of the Traffic Committee Meeting on January 25, 2024. The following is a summary of their actions.

Old Business:

1. A request from Mr. Trae Belk, 814 West Bay Circle, Tel. 662-231-9173, for the installation of speed tables on Mahogany Drive (Wildwood Subdivision).

Action: Postponed

2. A request from Mr. Jimmy Blaylock for the installation of a traffic signal at the intersection of Green Street and Elliott Street.

Action: Denied

3. A request from Mr. Larry Sanders, 2326 Camelot Drive, for the installation of “No Big Trucks” signs.

Action: No action taken

New Business

1. A request from Harvester’s Square Homeowners Association, Jayden Borden, 662-660-3182, Harvesterssquarehoa@gmail.com, for the installation of speed tables.

Action: Postponed

2. A request from Mr. Ray Pounders, 215 Rankin Blvd, 662-372-5302, raypounders3280@gmail.com, for the installation of speed tables on Rankin Blvd between Blair and Main Streets.

Also submitted same request:

Tracie Bohannon, 217 Rankin Blvd, 662-60-2265, traciejo69@yahoo.com

Bertha Bowdry, 214 Rankin Blvd, 662-871-6077

Charles Fears, 229 Rankin Blvd, 662-523-4626
 Carolyn Watson, 216 Rankin Blvd, 662-841-9754, carolynwatsonwatercolor@yahoo.com
 Kiara Crowley, 214 Rankin Blvd, 662-372-1073
 Deidre Hall, 212 Rankin Blvd, 662-491-1288, deidre@gmail.com
 Randall Streetman, 208 Rankin Blvd, 662-706-4841
 Owen Martin, 211 Rankin Blvd, 662-322-3821
 Erica Montgomery, 207 Rankin Blvd, 662-372-2312
 Maggie Webb, 213 Rankin Blvd, 662-678-3481, maggieweatherford@yahoo.com

Action: Denied

3. A request from Mr. Kenny Wooldridge, 905 Terry Road, 662-871-9713, for the installation of speed tables on:
 - a) Terry Road
 - b) Parrish Drive
 - c) Bickerstaff Street
 - d) Intersection of Green Street with Parrish Drive
 - e) Intersection of Green Street and Shell Street

Action: Postponed for Parrish Drive, Denied other streets

4. A request from Mr. Renard Perry, 1183 Indian Trail, 662-397-3242, Perryrenard7@gmail.com, to address the Traffic Committee about removing the recently installed "No Parking" signs on Indian Trail.

Action: Denied

5. A request from Mr. Jack Foster, 1018 Ridgeback Drive, 662-231-4095, jbfoster67@gmail.com, for the installation of a 4-way stop at Graham Drive and Jeff Homan Blvd.

Action: Denied

6. A request from Mr. Michael Gratz, 312 N Green Street, 662-844-5531, for the installation of speed tables on Green Street and Jefferson Street in the areas of First Presbyterian Church and First United Methodist Church.

Action: Denied

7. A request from Ms. Zola Ward, 3291 Meadow Drive, 662-401-0120, for the installation of speed tables on the following streets:
 - a) Meadow Drive
 - b) Beasley Circle

Tupelo City Council
January 31, 2024
Page 3

- c) Brooks Street
- d) Moore Avenue
- e) Evans Circle
- f) Kennedy Drive

Action: Postponed

8. A request from Dr. Martin Herman, President of Spring Lake HOA, for the approval of speed tables once necessary signatures have been gathered.

Action: Postponed

9. A request from Mrs. Josefina Rayburn for the installation of a traffic signal at Coley Road and Village Lake Drive at the entrance to The Villages subdivision.

Action: Denied

10. A request from Greater Elevation Ministry, 1169 Hillsdale Drive, 601-402-4335, geraldspraggins74@gmail.com, for the installation of speed tables on Hillsdale Drive.

Action: Denied

MINUTES OF THE TUPELO TRAFFIC COMMITTEE JANUARY 25, 2024

A regular meeting of the Tupelo Traffic Committee was held on January 25, 2024, at 9:00 am in the 3rd floor conference room at City Hall. Members present were Mr. Dennis Bonds, Mr. Norman Cruse, Officer Jeff Griffin, Ms. Laura Kramer, Mr. Brent Spears, Mr. Barton Wynn and Mr. Mike Williams. Mr. Emmitt Foster was absent.

Audience members were Mayor Todd Jordan, 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 Mr. Trae Belk, 814 West Bay Circle, Tel. 662-231-9173, for the installation of speed tables on Mahogany Drive (Wildwood Subdivision).**

Mr. Dennis Bonds noted that the Traffic Committee is awaiting further information from Mr. Belk. Therefore, Mr. Dennis Bonds made a motion to postpone this item until the next meeting. Mr. Barton Wynn seconded the motion and it passed unanimously.

2. **A request from Mr. Jimmy Blaylock for the installation of a traffic signal at the intersection of Green Street and Elliott Street.**

Mr. Dennis Bonds made a motion to deny since this intersection does not meet any of the 8 warrant conditions required by the MUTCD. Mr. Norman Cruse seconded the motion and it passed unanimously.

3. **A request from Mr. Larry Sanders, 2326 Camelot Drive, for the installation of a “No Big Trucks” signs.**

Mr. Chuck Williams stated that this request could be handled directly by the Public Works Department and no action was needed from the Traffic Committee.

New Business

1. **A request from Harvester’s Square Homeowners Association, Jayden Borden, 662-660-3182, Harvesterssquarehoa@gmail.com, for the installation of speed tables.**

Mr. Dennis Bonds noted that Harvester Square is classified as a residential street and that Mr. Borden has provided a petition (31 signatures) for the installation of the speed tables. Mr. Dennis Bonds made a motion to postpone this request to allow time to verify the signatures and make sure there are enough to meet the required threshold. Mr. Norman Cruse seconded the motion and it passed unanimously.

2. **A request from Mr. Ray Pounders, 215 Rankin Blvd, 662-372-5302, raypounders3280@gmail.com, for the installation of speed tables on Rankin Blvd between Blair and Main Streets.**

Also submitted same request:

Tracie Bohannon, 217 Rankin Blvd, 662-60-2265, traciejo69@yahoo.com

Bertha Bowdry, 214 Rankin Blvd, 662-871-6077

Charles Fears, 229 Rankin Blvd, 662-523-4626

Carolyn Watson, 216 Rankin Blvd, 662-841-9754, carolynwatsonwatercolor@yahoo.com

Kiara Crowley, 214 Rankin Blvd, 662-372-1073

Deidre Hall, 212 Rankin Blvd, 662-491-1288, deidre@gmail.com

Randall Streetman, 208 Rankin Blvd, 662-706-4841

Owen Martin, 211 Rankin Blvd, 662-322-3821

Erica Montgomery, 207 Rankin Blvd, 662-372-2312

Maggie Webb, 213 Rankin Blvd, 662-678-3481, maggieweatherford@yahoo.com

Mr. Dennis Bonds noted that Rankin Blvd is classified as a local road and therefore, does not qualify for speed tables. Mr. Norman Cruse made a motion to deny this request. Mr. Brent Spears seconded the motion and it passed unanimously.

3. **A request from Mr. Kenny Wooldridge, 905 Terry Road, 662-871-9713, for the installation of speed tables on:**
- a) **Terry Road** Local
 - b) **Parrish Drive** Residential
 - c) **Bickerstaff Street** Local
 - d) **Intersection of Green Street with Parrish Drive**
 - e) **Intersection of Green Street and Shell Street**

Mr. Dennis Bonds stated that Parrish Drive is the only street classified as residential and would be the only one eligible for speed tables. Also, we will not install speed tables at intersections. Mr. Wooldridge provided a petition with 40 signatures. Mr. Dennis Bonds made a motion to postpone this item to allow time to verify the signatures and make sure there are enough to meet the required threshold. Mr. Norman Cruse seconded the motion and it passed unanimously.

4. **A request from Mr. Renard Perry, 1183 Indian Trail, 662-397-3242, Perryrenard7@gmail.com, to address the Traffic Committee about removing the recently installed “No Parking” signs on Indian Trail.**

Mr. Don Lewis and Mr. Chuck Williams stated that the “No Parking” signs on the south side of the road have already been removed (per admin). The one on the north side of the road remains. Mr. Bonds then made a motion to deny this request. The motion was seconded by Mike Williams and it passed unanimously.

5. **A request from Mr. Jack Foster, 1018 Ridgeback Drive, 662-231-4095, jbfooster67@gmail.com, for the installation of a 4-way stop at Graham Drive and Jeff Homan Blvd.**

Mr. Dennis Bonds noted that the traffic counts and the crash data received from TPD do not meet the requirements of the MUTCD for a 4-way stop. Therefore, he made a motion to deny this request. Mr. Mike Williams seconded the motion and it passed unanimously.

6. **A request from Mr. Michael Gratz, 312 N Green Street, 662-844-5531, for the installation of speed tables on Green Street and Jefferson Street in the areas of First Presbyterian Church and First United Methodist Church.**

According to the Speed Table Policy, Green Street is classified as a collector road and Jefferson Street is classified as a local road. Neither street qualifies for speed tables. Mr. Mike Williams made a motion to deny this request which was seconded by Mr. Brent Spears. The motion passed unanimously.

7. **A request from Ms. Zola Ward, 3291 Meadow Drive, 662-401-0120, for the installation of speed tables on the following streets:**

- a) **Meadow Drive**
- b) **Beasley Circle**
- c) **Brooks Street**
- d) **Moore Avenue**
- e) **Evans Circle**
- f) **Kennedy Drive**

Mr. Dennis Bonds stated that all these streets are classified as residential streets and Ms. Ward has provided petitions for each street with verified signatures. Mr. Chuck Williams stated concern for the police and fire departments to get in and out of the area quickly with this many speed tables. A suggestion was made to not install speed tables on Beasley Circle since it is the main in and out for the area. Mr. Mike Williams made a motion to postpone this item and speak with the noted departments. Ms. Laura Kramer seconded the motion and it passed unanimously.

8. **A request from Dr. Martin Herman, President of Spring Lake HOA, for the approval of speed tables once necessary signatures have been gathered.**

Mr. Dennis Bonds noted that Columbine Drive is classified as a local road, but all other streets within Spring Lake are classified as residential. Mr. Dennis Bonds made a motion to postpone this item to get with Dr. Herman and the Spring Lake HOA to determine what streets they are wanting to install speed tables on and what signatures they will need. This request was seconded by Mr. Norman Cruse and passed unanimously.

9. **A request from Mrs. Josefina Rayburn for the installation of a traffic signal at Coley Road and Village Lake Drive at the entrance to The Villages subdivision.**

Mr. Dennis Bonds made a motion to deny this request since it does not meet the required conditions of the MUTCD for a traffic signal (see below). Mr. Norman Cruse seconded the motion and it passed unanimously.

MUTCD CHAPTER 4C. TRAFFIC CONTROL SIGNAL NEEDS STUDIES Guidance: A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.

MDOT Traffic Count on Coley Road = 17,000 (Assume 850 each way, 425 per lane)

Warrant 1. Eight Hour Vehicular Volume – TBD

Warrant 2. Four Hour Vehicular Volume – TBD

Warrant 3. Peak Hour – Does Not Apply

Warrant 4. Pedestrian Volume – Does Not Meet

Warrant 5. School Crossing – Does Not Meet

Warrant 6. Coordinated Signal System – Does Not Apply

Warrant 7. Crash Experience – from TPD

Warrant 8. Roadway Network – Does Not Meet

10. A request from Greater Elevation Ministry, 1169 Hillsdale Drive, 601-402-4335, geraldjspraggins74@gmail.com, for the installation of speed tables on Hillsdale Drive.

Hillsdale Drive is classified as a local road and does not qualify for speed tables. Mr. Chuck Williams stated that “Church Zone” signs can be installed if not already there. Mr. Dennis Bonds made a motion to deny this request. The motion was seconded by Mr. Brent Spears and it passed unanimously.

With there being no further business, Mr. Norman Cruse made a motion to adjourn the meeting. Mr. Barton Wynn seconded the motion and it passed unanimously.

Submitted by: Pam Blassingame



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE JANUARY 30, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF SALE OF RIGHT-OF-WAY TO TENNESSEE VALLEY AUTHORITY FOR THE CONSTRUCTION OF AN ELECTRICAL TRANSMISSION LINE TO THE NEW POWER SUBSTATION ON GREEN STREET **JT**

Request:

I respectfully request your approval of the sale of 1.09± acres of land and clearing rights as stated in the attached offer in the amount of \$102,200.00 to Tennessee Valley Authority for the construction of an electrical transmission line to the new power substation on North Green Street.

TVA RESTRICTED INFORMATION

Tract Nos. UTGS-5-CR and -6

SUMMARY STATEMENT OF BASIS FOR OFFER

OWNER: CITY OF TUPELO, MISSISSIPPI

ACQUISITION: Acres: UTGS-5-CR: N/A UTGS-6: 1.09±

Interest Acquired: UTGS-5-CR: Clearing Rights Only
UTGS-6: Transmission Line Easement

LOCATION: **Tract No. UTGS-5-CR:** Clearing rights beginning at a point 57.94 feet right of the centerline of the transmission line location at survey station 8+81.86 and extending in a southwesterly direction, the said point being a common corner in the lands of The Housing Authority of The City of Tupelo, the said point being 100.00 feet right of the centerline of the location at survey station 12+34.44, on the centerline of the Tupelo-New Albany Transmission Line Loop to North Green St. Substation right-of-way.

Tract No. UTGS-6: A strip of land approximately 296.2 feet in length, 140 feet in width, located between survey stations 18+97.7 and 21+93.9, on the centerline of the Tupelo-New Albany Transmission Line Loop to North Green St. Substation right-of-way.

ESTABLISHED JUST AND LIBERAL COMPENSATION: UTGS-5-CR: \$ 500.00
UTGS-6: \$101,700.00
Total: \$102,200.00

BASIS: This compensation is based on the full amount of an appraisal prepared by a state-certified appraiser who is trained in the techniques of appraising and who by reason of his/her investigation is thoroughly familiar with real property values in the project area. His/Her investigation includes a comprehensive, continuing physical inspection of sales throughout the area as well as thorough studies of other factors affecting the value of real property. The appraiser made a detailed inspection of the tract to be acquired, considered the effect of its acquisition on any remaining property, and compared this property with similar properties in the area which have been sold in the open market.

If applicable, the Just and Liberal Compensation includes:

1. Value for existing timber;
2. Value for danger trees.

REMARKS:

TENNESSEE VALLEY AUTHORITY

By



Aaron B. Nix, Senior Manager
Realty Services

OFFER MADE AND STATEMENT DELIVERED TO Scott CostelloON December 19, 2023 BY L. Tyler GandyTITLE Realty Representative

Tract Nos. UTGS-5-CR and -6
 Short Code 1466622
 Cost Class 32A

TVA RESTRICTED INFORMATION

CLOSING STATEMENT

Disposition of Purchase Price:

Total Purchase Price for Tract No. UTGS-5-CR:	\$ 500.00
Total Purchase Price for Tract No. UTGS-6:	\$101,700.00
Less	\$
Net Amount To Be Disbursed on This Transaction	\$102,200.00

List of Checks To Be Issued:

<u>Payee and Mailing Address</u>	<u>Amount</u>	<u>Interest</u>	<u>Check No.</u>	<u>Date Delivered</u>
CITY OF TUPELO, MISSISSIPPI 71 East Troy Street Tupelo, Mississippi 38804	\$102,200.00	100%		
Total Disbursement on This Transaction	\$102,200.00			

Prepared: Julie D. Lyons 10/25/2023 Interest verified by: Martha K. Gant 11/27/2023
 Date Date Reviewing Attorney Date

You are required by law to provide the Tennessee Valley Authority with your correct taxpayer identification number. If you do not provide the Tennessee Valley Authority with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. IRS Regulation § 1.6045-4(l)(1)(ii).

Certificate of Seller:

The undersigned, the seller under the instrument of even date herewith, certifies that the amount of \$102,200.00 is correct and that payment thereof has not heretofore been received; and the undersigned hereby acknowledges receipt of full settlement under said instrument in the manner above stated and authorizes the disbursement above shown. Also, under penalties of perjury, the undersigned certifies that the number shown below on this statement is the undersigned's correct taxpayer identification number. IRS Regulation § 1.6045-4(l)(1)(ii).

Signed this the 15TH day of February, 2024.

CITY OF TUPELO, MISSISSIPPI

64-6001140

Taxpayer Identification Number

By: Todd Jordan

TODD JORDAN, MAYOR

TVA RESTRICTED INFORMATION

DOCUMENT TYPE: GRANT OF CLEARING RIGHTS EASEMENT AND
GRANT OF TRANSMISSION LINE EASEMENT

Prepared by and return to:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract Nos. UTGS-5-CR and -6

GRANTOR INFO: The name(s) and address of the legal owner(s) are:

OWNER(S):	City of Tupelo, Mississippi 71 East Troy Street Tupelo, Mississippi 38804 Telephone: 662-841-6513	(See D.B. 947, page 70 and Instrument No. 2023002812)
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GRANTEE INFO: The name and address of the owner of the herein described easement are:

EASEMENT OWNER:	United States of America Tennessee Valley Authority 1101 Market Street, BR 4B Chattanooga, Tennessee 37402-2801 Telephone: 1-888-817-5201	[Tax Exempt Mississippi Code §27-37-301]
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INDEXING INSTRUCTIONS: Tract No. UTGS-5-CR: SE1/4 of Section 19, T9S, R6E, in Lee County, MS
Tract No. UTGS-6: SW1/4 of Section 19, T9S, R6E, in Lee County, MS

**GRANT OF CLEARING RIGHTS EASEMENT
and
GRANT OF TRANSMISSION LINE EASEMENT**

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration receipt whereof is hereby acknowledged, the undersigned,

CITY OF TUPELO, MISSISSIPPI,
a municipal corporation organized and existing under the laws of the State of Mississippi,

(hereinafter sometimes referred to as "GRANTOR") has this day bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely:

Tract No. UTGS-5-CR:

The perpetual right to enter at any time and from time to time the southeastern portion of the land of the City of Tupelo, Mississippi and to clear, remove, destroy, or otherwise dispose of as necessary any trees, which in falling could come within five (5) feet of any line, structure, appurtenance, facility, or conductor on the Tupelo-New Albany Transmission Line Loop to North Green St. Substation, as shown on sheet P2A of US-TVA drawing LW-5144, revision 2, the said land lying north of and adjacent to the northern property line of the Housing Authority of The City of Tupelo, the land affected by the clearing rights beginning at a point 57.94 feet right of the centerline of the transmission line location at survey station 8+81.86 and extending in a southwesterly direction to a point, the said point being a common corner in the lands of the Housing Authority of The City of Tupelo, the said point being 100.00 feet right of the centerline of the location at survey station 12+34.44, and located in the Southeast ¼ of Section 19, Township 9 South, Range 6 East, Lee County, State of Mississippi.

This description prepared from a survey by: Tennessee Valley Authority, 1101 Market Street, MR-4B, Chattanooga, Tennessee 37402-2801

Tract No. UTGS-6:

The perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any line, structure, appurtenance, facility, or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyances of this property are deed of record in Deed Book 947, page 70, and deed record as Instrument No. 2023002812, in the office of the Chancery Court Clerk of Lee County, Mississippi.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

GRANTOR covenants with the said UNITED STATES OF AMERICA that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTOR agrees that the payment of the purchase price above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

GRANTOR, for itself, and its successors and assigns, covenants with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, the CITY OF TUPELO, MISSISSIPPI has caused this instrument to be executed by its duly authorized officer on this 15th day of February, 2024.

CITY OF TUPELO, MISSISSIPPI

By: Todd Jordan
TODD JORDAN, Mayor

ATTEST:

Kim Hanna
KIM HANNA, CFO/City Clerk

STATE OF MISSISSIPPI)
COUNTY OF Lee) SS

15th Personally appeared before me, the undersigned authority in and for said county and state, on this day of February, 2024, within my jurisdiction, the within named TODD JORDAN and KIM HANNA, who acknowledged that they are Mayor and CFO/City Clerk, respectively, of the CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, and that for and on behalf of said municipality, and as its act and deed, they signed, executed, and delivered the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

Tiffany May
NOTARY PUBLIC

My Commission Expires:



EXHIBIT A

TUPELO-NEW ALBANY
TRANSMISSION LINE
LOOP TO NORTH GREEN ST. SUBSTATION

The City of Tupelo, Mississippi

A strip of land located in the Southwest $\frac{1}{4}$ of Section 19, Township 9 South, Range 6 East, Lee County, State of Mississippi, as shown on sheet P2A of US-TVA drawing LW-5144, revision 2, the said strip being 140 feet wide, being 50 feet on the left (southern and eastern) side and 90 feet on the right (northern and western) side of the centerline of the transmission line location, the centerline of the location and the end boundaries of the strip being more particularly described as follows:

Commence at a concrete monument at the Northwest corner of the Southeast $\frac{1}{4}$ of said Section 19; thence in a southerly direction along the west line of the said southeast $\frac{1}{4}$; 656.8 feet, more or less, to a point on the centerline of the location at survey station 18+97.7; and being a point on the common line of the City of Tupelo, Mississippi and The Housing Authority of the City of Tupelo, and being the point of beginning.

Thence leaving the point of beginning, S82°20'46"W, 148.05 feet, more or less, to a point of intersection at survey station 20+45.75 and having state plane coordinates of North:1740542.28 East:1020977.56; thence S09°33'20"W, 148.15 feet to a point of ending on the centerline of the location at station 21+93.9 and being the property line of Tupelo Water and Light North Green St. Substation; the herein described strip being bounded on the east by The Housing Authority of the City of Tupelo and on the south by Tupelo Water and Light North Green St. Substation, the ends of said strip are shortened or extended to said property lines.

The strip of land described above includes the centerline of the transmission line location for a net distance of 296.2 feet and contains 1.09 acres, more or less.

The coordinates, distances and directions of lines are referred to the Mississippi East Coordinate System, NAD83(2011) Horizontal Datum, NAVD 88 Vertical Datum.

This description prepared from a survey by:
Tennessee Valley Authority
1101 Market Street, MR-4B
Chattanooga, Tennessee 37402-2801



Document G701® – 2017

Change Order

PROJECT: (Name and address)
City of Tupelo
Tupelo City Council Chambers
Renovation
Tupelo, Mississippi

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: August 21, 2023

Date: December 19, 2023

JBHM Project No.: 22080.00

OWNER: (Name and address)
City of Tupelo
P O Box 1485
Tupelo, Mississippi 38802-1485

ARCHITECT: (Name and address)
JBHM Architects, P.A.
105 Court Street
Tupelo, Mississippi 38804

CONTRACTOR: (Name and address)
CIG Contractors, Inc.
2072 South Tate Street
Corinth, Mississippi 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.)

At Owner's request, add for changes to scope of work per the attached

\$3,262.00

The original Contract Sum was	\$	338,600.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	338,600.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,262.00
The new Contract Sum including this Change Order will be	\$	341,862.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged

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.

JBHM Architects, P.A.

ARCHITECT (Print name)

SIGNATURE

Brandon P. Bohay, AIA, Principal

PRINTED NAME AND TITLE

12/19/2023

DATE

CIG Contractors, Inc.

CONTRACTOR (Print name)

SIGNATURE

Randall R. Godwin, President

PRINTED NAME AND TITLE

2/8/24

DATE

City of Tupelo

OWNER (Print name)

SIGNATURE

Toshi Jordan, Mayor

PRINTED NAME AND TITLE

DATE

From: Brandon Bishop
To: Caroline Sudduth
Subject: FW: TCCC Changes w/electric recess
Date: Tuesday, December 19, 2023 9:07:55 AM
Attachments: Image001.png

Brandon P. Bishop, AIA, NCARB
 Principal

JBHM 105 Court Street
 Tupelo, MS 38804
 Phone (662) 844-1822 x1116
Architecture jbhm.com

From: Randall Godwin <randall.godwin@clgcontractors.com>
Sent: Thursday, December 14, 2023 3:49 PM
To: Brandon Bishop <bbishop@jbhm.com>
Subject: FW: TCCC Changes w/electric recess

From: Randall Godwin <randall.godwin@clgcontractors.com>
Sent: Wednesday, November 29, 2023 2:29 PM
To: Brandon Bishop (bbishop@jbhm.com) <bbishop@jbhm.com>
Subject: TCCC Changes

Brandon

In our meeting Tuesday Don asked me to price out a few changes below is the Break down on the changes

New 5-12" Paint Grade wood base Board with		
Cove mold and Shoe mold if necessary		\$2,087.00
Give back on Rubber Base		-\$ 600.00
	Total	\$1,487.00
Paint small Podium	Total	\$325.00
Patch Holes for two Strobe fixtures		
After Owner move Strobes up on wall	Total	\$400.00
Provide an outlet for lighted Sign		
Behind City Council Desk	Total	\$650.00
Demo move and recess electric		
For Wall Clock	Total	\$400.00

Thank you

Randall Godwin

President

CIG Contractors, Inc

2072 South Tate Street

Corinth, MS 38834

662-287-8079 Office

662-287-8070 Fax

randall.godwin@cigcontractors.com



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE February 01, 2024

SUBJECT: IN THE MATTER OF RECONSIDERATION OF BID #2023-058PD
AWARDED TO CANNON MOTORS AT THE DECEMBER 19, 2023
REGULAR MEETING **SR**

Request:

On December 19, 2023, the Tupelo City Council awarded a bid to Cannon Motors for the purchase of 6 Ford Explorers and 1 Dodge Durango. Subsequently, it was determined that Cannon's bid did not meet the minimum required specifications. The award of this bid will need to be reconsidered and rejected. The purchase of the vehicles will be rebid.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE February 6, 2024

SUBJECT: IN THE MATTER OF REVIEW/APPROVE MAJOR SITE PLAN
APPLICATION MSP23-01 FOR MAGNOLIA GROVE TOWNHOMES
DEVELOPMENT TN

Request:

The Planning Committee recommended at their December meeting **approval** of application MSP23-01, Major Site Plan for Magnolia Grove Townhomes Development.

Townhomes are a permitted Use-by-Right development at the proposed site.

Attachments:

1. Staff Analysis
7. Site Plan for Proposed Development
10. Planning Committee Decision Letter – Dated December 4, 2023



CITY OF TUPELO

Department of Development Services

December 4, 2023

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

John Crawley, Principal Engineer
1401 Hwy 30 East
New Albany, MS

Re: Magnolia Grove Townhomes Multi-family development, Parcel 084N-19-042-02, 084N-19-042-00, 084N-19-042-10, 084N-19-042-09

Mr. Crawley,

The City of Tupelo Planning Committee, upon reviewing application MSP23-01 for major site plan approval at a public hearing December 4, 2023, voted to recommend approval of the major site plan with no contingencies but recommending that waste containers be stored behind the rear of each unit.

This recommendation for approval will be reviewed by the City of Tupelo City Council on January 16 at 6:00pm at Church Street Elementary School 445 N Church St, Tupelo, MS due to renovations in City Hall. Please feel free to contact me by phone (662-208-5063) or email (jenny.savely@tupeloms.gov) should you have any questions.

Sincerely,

Jenny Savely
City Planner

City of Tupelo
 Planning Committee Meeting
 December 4, 2023, 6:00 PM

Project: Magnolia Grove Townhomes

Project Proposal Summary: Proposed Townhome development including three (3) tri-plex townhome units with single entrance off of North Green Street.

Planning Committee Action Required: Recommended approval, approval with modifications, or denial to City Council in accordance with Development Code 12.11. Multi-family housing other than upper story residential or with 3 or more commercial spaces requires Major Site Plan review (12.11.2.3).

Staff Recommendation: Approval

Application Number:	MSP23-01	Application Type: Major Site Plan
Parcel Numbers:	084N-19-042-02, 084N-19-042-00, 084N-19-042-10, 084N-19-042-09	Meeting Date: December 4, 2023
Applicant:	John Crawley, Principal Engineer	Engineer
Location:	1737, 1729, 1721, 1717 North Green Street	
Purpose:	Major Site Plan Review	
Present Zoning:	Mixed Use Commercial Corridor (MUCC)	
Existing Land Use:	Vacant/Undeveloped	
Size of Property:	1.35 Acres	
Surrounding Land Use and Zoning:	South – Commercial development (MUCC); East – residential developed (MDR); North – Proposed City Electrical Substation (MDR); West – Commercial development (MUCC)	
Future Land Use:	N/A	
Applicable Regulations:	Site Plan Review - 12.11	

Driving Directions: From the intersection of Main Street and Hwy 45, proceed north on Hwy 45. Keep left at the fork toward McCullough Blvd. Take the exit ramp to North Gloster. At the intersection of North Gloster and North Green Street, turn east. The project site is on the southern side of North Green Street directly behind the existing shopping center.

Special Information: Townhomes are Use by Right in MUCC if on a local or collector street and adjacent to A/O, LDR, MDR, or MUR. North Green Street is classified as a Major Collector Street.

Parcels will be combined prior to construction permitting.

STAFF ANALYSIS

Development Code:

Development requires a Major Site Plan submission per Section 12.11.2.3 (c) due to proposed multi-family housing other than upper story residential.

Per 12.11.4

Site plans shall meet the following criteria. Site plans that meet the following criteria shall be approved by the approving authority:

- a. Compliance with Code requirements of Chapter 6
- b. Compliance with comprehensive development plan
- c. Site design and development intensity are appropriate for and tailored to the unique natural characteristics of the site
- d. Location of trash handling, recycling, grease bins, or other waste related facilities employed in the normal operation of use
- e. Adequate and clearly marked parking areas and pedestrian and vehicular access points
- f. Adequate design of traffic patterns, traffic control measures, and street pavement areas and has provisions for maintaining traffic flow and reducing negative impact of traffic on nearby properties
- g. Compliance with construction specifications such as finished floor elevation
- h. Adequate storm water facilities, water supply, sanitary sewer service, fire protection, street signs, and street lighting as compliant with department standards, specifications, and guidelines
- i. Compliant with requirements for easements and dedications
- j. Where a TIA is submitted, site plan accommodates anticipated traffic generated by the development or proposes mitigation measures

Setbacks: Approximately 40 ft front setback, equivalent to surrounding existing MUCC and MDR uses, 16-20 ft setback from drive, approximately 40 ft side setback from property line.

Lighting: Section 6.4.8 is applicable, however no lighting plan has been provided yet. This will be submitted as part of building construction plans and is used to insure that no adjacent property will be impacted and light pollution as it contributes to the overall environment will be limited.

Parking: Chapter 8 of the Development Code requires multi-family developments to provide parking at a ratio of 1.5 spaces per 1 bedroom apartment, 2 per 2 bedroom, and 2.5 per 3 bedroom. Each Townhome Tri-plex includes one 2 bedroom/ 2 bath unit and Two (2) 3 bedroom/ 3 bath units, for a total of Three 2 bedroom/2 bath units and Six 3 bedroom/3 bath units. Each unit contains a 2 car garage and paved area adequate for 2 additional vehicles. Parking access provided through one-way ingress/egress at two points on North Green.

Landscaping/Tree Protection: One 12" protected oak is proposed for removal. Submitted landscaping replaces caliper inches on site. Proposed landscaping meets commercial development, street tree, and buffering requirements. .

Common Open Space: 10% required open space in Mixed Use Commercial Corridor, requirement met.

Pedestrian Facilities: Sidewalks are provided connecting all buildings and parking areas as well as onto existing North Green Street sidewalk.

Building Design: Triplex architectural elements met with the use of 1.5:1 vertical to horizontal ratio windows with smaller individual panes of glass and distinctive roof of each unit.

Waste Management: Individual residential cans will be provided at each unit.

Allowable Variances and Administrative Adjustments:

No variances or adjustments required.

Summary Analysis and Recommendations:

All Major Site Plan requirements have been met.

Final Recommendation: Recommend approval of Major Site Plan

