

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
MAY 2, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 2, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan led the invocation. Council Member Nettie Davis introduced Stan Allen who led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

PROCLAMATIONS

Mayor Todd Jordan proclaimed April 25, 2023, as Stan Allen Day and presented Mr. Allen with a key to the City. APPENDIX A

EMPLOYEE RECOGNITION

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

Jason Paul Thomas	Fire Department	30 years
Zachary Ryan Shumpert	Fire Department	5 years
Nathan Hughes	Public Works Department	25 years

PUBLIC RECOGNITION

Mrs. Kathryn Rhea addressed the Council thanking them for all their support of the Keep Tupelo Beautiful group. The group recently won 3 awards for 2023. Mr. Jessie Bandre also thanked the Mayor and Council for all the support they extend toward Kathryn and the Keep Tupelo Beautiful program.

Council Member Davis told everyone about the visitation of historic landmarks on May 13 from 11:00 - 1:00. The Spain House is on the tour, as well as, the Spring Hill MB Church. Lessons in Black History, by Dr. Carl Marx, will be presented on May 9 at 6:00 PM. Juneteenth will have 2 days of celebration this year - June 17 and 19.

Council Member Travis Beard thanked Kathryn Rhea and Keep Tupelo Beautiful for all their hard work. He gave a “shout-out” to the Departments of the City saying, "We can't function without you." He reminded everyone that the Blue Suede Cruise is this coming weekend.

Council Member Buddy Palmer reiterated all the thanks for the KTB group.

Council Member Rosie Jones thanked everyone with the Keep Tupelo Beautiful group for their speedy work after the recent tornado in Tupelo. She also thanked Public Works and Tupelo Water & Light for their quick response to the tornado.

Council Member Janet Gaston congratulated Kathryn Rhea and all her hard work. She challenged everyone to pick up at least one piece of trash each day.

Council Member Chad Mims congratulated Kathryn Rhea for all she has accomplished and that she has been able to incorporate a wave of volunteers in her program.

Council Member Lynn Bryan reminded everyone that the Dudie Burger festival is this weekend.

MAYOR'S REMARKS

Mayor Todd Jordan reminded everyone of events coming up, started this weekend: Wine Downtown, Gum Tree and Elvis Fest. He also introduced the City's governmental consultant, Jordan Starnes.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak at the public hearing for the following property on the final lot mowing list:

<u>Parcel</u>	<u>Location</u>
101H0104100	918 GRANT ST

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

Attorney James Moore spoke to the Council on behalf of Charles Williams of 2207 McCullough Blvd, which was listed on the demolition list. No one appeared to speak at the public hearing for the following properties, also on the demolition list: 1809 Trace Ave, 561 Magazine Street, 215 S Highland St and 611 Racove.

CITIZEN HEARING

Ms. Angela Northington addressed the Council about some concerns in the area where she lives, including the harassment of someone knocking on her door or ringing her doorbell, general Tupelo Housing Authority policies and maintenance, litter and pets running at large.

IN THE MATTER OF AMENDMENT TO ANIMAL ORDINANCE

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

IN THE MATTER OF APPROVAL OF MINUTES OF APRIL 18, 2023 MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the minutes of the April 18, 2023, regular City Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:30 p.m. by Council Members Beard, Davis and Palmer. Council Member Jones moved, seconded by Council Member Palmer, 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 list, as presented. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF THE 2024 BUDGET CALENDAR

Council Member Mims moved, seconded by Council Member Beard, to approve the 2024 Budget Calendar, as presented by CFO/City Clerk Kim Hanna. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF AMNESTY MONTH

Municipal Court Clerk addressed the Council asking that the Municipal Judges be allowed to waive warrant fees of \$125 from May 15 - June 15 in an attempt to collect old fines before they are turned over to a collection agency. Both Judge Weir and Judge Allen have agreed to the waiver should the City Council approve. Council Member Palmer moved, seconded by Council Member Gaston to approve the waiver of warrant fees in the amount of \$125 per defendant. The vote was unanimous in favor.

IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING

Council Member Davis moved, seconded by Council Member Beard, to approve the final lot mowing list, as presented. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION

DDS Director Tanner Newman requested that the Council consider the adjudication of each property on the public hearing demolition list that have been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Each property was separately considered and found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition. The properties are:

1809 Trace Avenue (Parcel 076G-24-005-00)

2207 McCullough Blvd (Parcel 075V-22-007-00)
 561 Magazine (Parcel #089P-31-068-00)
 215 South Highland (Parcel 077Q-36-075-00)
 611 Racove (Parcel 077L-36-015-00)

Council Member Gaston moved, seconded by Council Member Beard, that each property on the demolition list be found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). The vote was unanimous in favor of approval of the demolitions. APPENDIX F

IN THE MATTER OF LICENSE COMMISSION MINUTES OF APRIL 20, 2023

Council Member Palmer, seconded by Council Member Jones, to accept the minutes of the License Commission meeting of April 20, 2023. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF PLANNING COMMITTEE MINUTES OF JANUARY 9, 2023

Council Member Palmer moved, seconded by Council Member Beard, to accept the minutes of the Planning Committee dated January 9, 2023. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF TAX ABATEMENT APPLICATION FOR JUST LOVE COFFEE CAFÉ

DDS Director Tanner Newman discussed the request for tax abatement for Just Love Coffee Café for a period of 5 years. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Beard moved, seconded by Council Member Davis, to approve the 5 year tax abatement request for Just Love Coffee Café. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF TAX ABATEMENT APPLICATION FOR THE CARROLL PARK BUILDING

DDS Director Tanner Newman discussed the request for tax abatement for the Carroll Park Building for a period of 5 years. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Davis moved, seconded by Council Member Beard, to approve the 5 year tax abatement request for the Carroll Park Building. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF LEAVE DONATION REQUEST - GILLAND

Council Member Beard moved, seconded by Council Member Mims, to approve the donation of sick time for Public Works employee Elmer Gilland, as allowed by the employee handbook. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF AWARD OF BID 2023-009PW - LOCAL STREET MAINTENANCE MILL AND OVERLAY PROGRAM – 2023 ANNUAL BID

Bids were received for Bid 2023-009PW for Local Street Maintenance Mill and Overlay Program 2023. Public Works Director Chuck Williams requested that the Council award the bid to Falcon Contracting

Co., Inc., the lowest and best bid in the amount of \$3,352,102.00, with an alternate award to Gregory Companies, LLC DBA Murphree Paving, in the amount of \$3,925,137.00. Council Member Palmer moved, seconded by Council Member Gaston, to approve the bid, as requested. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF AWARD OF BID 2023-008PW - MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023

Bids were received by the City of Tupelo for Bid # 2023-008PW for Major Thoroughfare Mill and Overlay 2023. Council Member Davis moved, seconded by Council Member Beard, to award the lowest and best bid to Falcon Contracting Co., Inc. for a total of \$953,025.00. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF SURPLUS OF FIXED ASSET ITEMS

Council Member Palmer moved, seconded by Council Member Beard, to approve the surplus items listed on APPENDIX N, as submitted by Park and Recreation Department. These items are no longer needed by the City of Tupelo and should be auctioned/scrapped, as noted on the list. The vote was unanimous in favor.

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

Council Member Beard moved, seconded by Council Member Palmer, to approve the contract for Bid 2023-017PR - Lee Acres Pickleball Complex, with M & N Liability Construction, and to authorize the mayor and city clerk to enter into the contract. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF MARCH 20, 2023

Council Member Palmer moved, seconded by Council Member Beard, to accept the minutes of the Cadence Bank Arena of March 20, 2023. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF BID 2023-014WL – CONCRETE POLES (12 MONTH SUPPLY BID)

Bids were received by the City of Tupelo for bid # 2023-014WL - Concrete Poles. Council Member Beard moved, seconded by Council Member Davis, to award the bid to the lowest and best bidder Stresscrete, Inc. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF AWARD OF BID 2023-019WL – HWY 45N SEWER OUTFALL LINE

Bids were received by the City of Tupelo for bid 2023-019WL - Hwy 45 N Sewer Outfall Line. Attorney Ben Logan explained to the Council that confirmation has been received from the Horn Group and MDEQ that the bidding process was in order. Council Member Gaston moved, seconded by Council Member Beard, to award the bid to the lowest and best qualified bidder Ensco, LLC, in the amount of \$1,368,762.00. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF REAPPOINTMENT OF CHARLES DUKE TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS

Council Member Palmer moved, seconded by Council Member Davis, to approve the reappointment for an additional 5 year term, to expire on March 31, 2028 of Charles Duke to the Northeast MS Regional Water Supply District Board of Commissioners, The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF REDISTRICTING

Upon the unanimous agreement of the City Council, the Matter of Redistricting was moved from the Study Agenda to the Active Agenda at the next regular meeting of the City Council.

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Palmer, to determine the need for an executive session. Attorney Ben Logan said the session is for personnel issues under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor at 6:40 p.m.

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

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Mims to return to the regular meeting at 6:59 p.m. The vote was unanimous in favor.

ADJOURNMENT

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

This the 2nd day of May, 2023, at 7:00 p.m.



Lynn Bryan, Council President

ATTEST:



Missy Shelton, Council Clerk

APPROVED



Todd Jordan, Mayor

Date May 25, 2023



OFFICE OF THE MAYOR
STAN ALLEN DAY
PROCLAMATION

WHEREAS, the City of Tupelo is proud to recognize Stan Allen’s achievements, contributions and lasting impact during his 40+ year career in the radio business; and

WHEREAS, Stan Allen is a graduate of Houston High School who attended Rust College and the University of Mississippi, has been married to his wife Sandra for 36 years and is the father of four children; and

WHEREAS, Stan Allen was the first African American to make the University of Mississippi’s performing stage group The Group in 1979; was awarded the Our Mississippi Award, recognizing him as one of the most influential African Americans in the State of Mississippi; and was nominated for the Black Radio Hall of Fame in St. Louis, Missouri; and

WHEREAS, Stan Allen has been a great ambassador for the City of Tupelo as a radio announcer and talk show host.

NOW THEREFORE, be it resolved that, I, Todd Jordan, Mayor of the City of Tupelo, Mississippi, do hereby proclaim April 25, 2023, as

STAN ALLEN DAY

in Tupelo, Mississippi, and encourage all citizens to recognize the hard work and dedication of Stan Allen to entertaining us and making the community around him better.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 25th day of April 2023.

 Todd Jordan, Mayor

ATTEST:

 Kim Hanna, City Clerk

**CHECK INFORMATION FOR COUNCIL MEETING
MAY 2, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-417437-417442;417443-417753 50002178-50002202

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 May 2, 2023
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:

Various vendors \$10,000.00 Lee Williams Legacy Fest (not to exceed amount listed)

PROPOSED BUDGET CALENDAR FY 2024

<u>Date</u>	<u>Process</u>
May	Distribute departmental request forms and notification of due date
June 16	Deadline for return of department request to the Finance Department
July	Revenue Projection (Section 21-35-5)
July 19 & 26	Publish notice twice for Public Hearing on Budget
August 1	Hold Public Hearing on Budget (Section 21-35-5)
August 7 - 25	Hold Budget Planning Sessions (To be determined by the Council)
August 7 - 14	Review anticipated Tax Levy to determine whether public notice is required for any levy
August 23 & 30	Publish notice of Public Hearing on Tax Levy for two weeks prior to adoption of the budget
September 5	Hold Public Hearing on Tax Levy (Section 27-39-203)
September 5	Adopt Lee County Tax Assessment Rolls (No later than 9/15/2023) (Section 21-33-45)
September 12	Set Tax Levy necessary to support adopted budget (No later than 9/15/2023) (Section 21-33-45)
September 12	Adopt Budget (No later than 9/15/2023) (Code Section 21-35-9)
September 13	Deliver Tax Levy to Lee County Tax Assessor (No later than 9/15/2023) (Code Section 21-33-45)
September 13	Deliver Tax Levy to State Department of Revenue (No later than 9/15/2023) (Code Section 21-33-47)
September 19	Resolution of Fireman Fund for FY 2024
September 15 – 29	Give Public Notice of availability of budget for inspection by 9/30/2023
September 20 - 27	Publish adopted budget (Code Section 21-35-5)
October 3	Approve Municipal Compliance Questionnaire (State Department of Audit)

Final Lot Mowing Report for 5/2/2023

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43981	101H0104100	918 GRANT ST	MCDANIEL CHARLES J & CYNTHIA R	918 GRANT ST	TUPELO, MS 38801	SB
2.							
3.							
4.							
5.							
6.							
7.							
8.							12
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE May 2, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION
TN

Request:

The Department of Development Services requests Council approval to demolish substandard structures on the following properties:

1809 Trace Avenue (PARCEL #076G-24-005-00)
2207 McCullough Blvd. (PARCEL #075V-22-007-00)
561 Magazine (PARCEL #089P-31-068-00)
215 South Highland (PARCEL #077Q-36-075-00)
611 Racove (PARCEL #077L-36-015-00)



HEARING NOTICE

DATE

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43289

Vs.

H. SCOTT SRAGINS

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1809 Trace Avenue, Parcel #076G-24-005-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/02/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish; removing dilapidated fences; removing outside toilets; **demolishing dilapidated buildings**; removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 10th day of April, 2023.



Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi

PICTURES





HEARING NOTICE

04/10/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41897

Vs.

**CHARLES WILLIAMS
2207 MCCULLOUGH BLVD
TUPELO, MS 38801**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

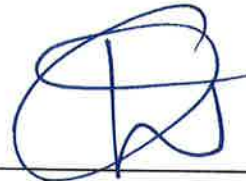
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2207 McCullough Boulevard, Tupelo MS, 38804 Parcel #075V2200700** including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/02/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the

following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

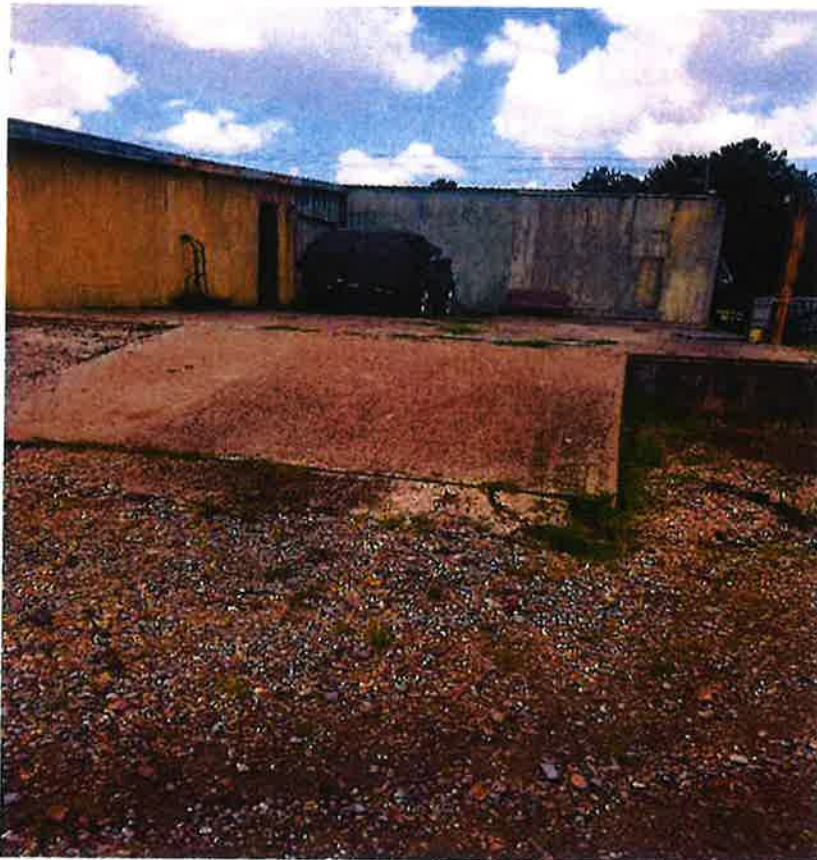
4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 10th day of APRIL, 2023.

A handwritten signature in blue ink, appearing to read 'Tanner Newman', is written over a horizontal line.

**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**





HEARING NOTICE

APRIL 10, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40139

Vs.

ESTATE OF C.B. AND OPAL HUTCHISON
C/O CHRLES HUTCHISON

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **561 MAGAZINE STREET, PARCEL #089P3106800, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/02/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish; removing dilapidated fences; removing outside toilets; **demolishing dilapidated buildings**; removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

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**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

PICTURES





HEARING NOTICE

APRIL 10, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43535

Vs.

**GUADALUPE HERRERA PINEDA AND COMMUNITY
MORTGAGE & LOAN, INC. d/b/a PUBLIC FINANCE
AND ALL PERSONS HAVING OR CLAIMING INTEREST
IN CERTAIN REAL PROPERTY LOCATED AT
215 S. HIGHLAND DRIVE, TUPELO, MS 38801,
LEE COUNTY TAX PARCEL #077Q3607500**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **215 SOUTH HIGHLAND DRIVE, PARCEL #077Q3607500, TUPELO, MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/02/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order

that the Owner undertake one or more ~~of~~ the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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WITNESS MY SIGNATURE, THIS THE 10th day of APRIL, 2023.



Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi







HEARING NOTICE

04/10/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43601

Vs.

**CHRISTOPHER LAWRENCE AND
MANESSA LAWRENCE, NATIONSTAR MORTGAGE, LLC
D/B/A MR. COOPER AND CORPORATION SERVICE COMPANY**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **611 Racove Drive #077L-36-015-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/02/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 10th day of MONTH, 2023.



Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi

PICTURES





Tupelo License Commission Minutes

Date: 4/20/2023 **Time:** 5:35 PM **Call to Order:** Tony Carroll **Meeting Adjourned:** 6:04 PM

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

Tony Carroll, General Contractor Randy Hanlon, Plumber Matt Wiley, Mechanical Engineer
Jay Scruggs, Residential Builder Thomas Walker, Fire Safety Code

LICENSE COMMISSION MEMBERS NOT PRESENT:

Richard Rhudy, Electrician

CITY OF TUPELO STAFF PRESENT:

Patrick Reagan, Chief Building Inspector Bill Wardlaw, Fire Marshall
Jennifer Roberson, DDS Office Manager

OTHERS PRESENT:

No others were present

Approval of Minutes

Chairman Tony Carroll asked the Committee to review and approve the minutes of the January 19, 2023 Tupelo License Commission meeting. Thomas Walker made a motion to approve the minutes. Matt Wiley and Terri Williams seconded the motion.

The motion carried with all in favor.

Old Business

1. **ADOPTION OF 2021 INTERNATIONAL CODE COUNCIL (ICC) BUILDING CODE SERIES**
 - a. Tony Carroll opened the discussion and asked if everyone had a chance to look at the 2021 ICC Building Code Series and opened the floor for any comments.
 - i. Tony Carroll said we are probably not ready to vote on this today and asked what the time frame would be to adopt this code.
 1. Patrick Reagan said by state law we have to stay within two code series of the adopted code by the Mississippi Building Code Council and they are on the 2018 edition. But this only pertains to the IBC Code. This does not

apply to the Electrical Code. *(December 2019, the Mississippi Building Code Council adopted the 2018 edition of the IBC, IRC, IEBC, IFC, IFGC, IMC, IPC and IECC).*

- ii. Tony Carroll brought up the fact that the city has the authority to opt out of any part of the adoption to the 2021 ICC Building Series.
 1. Thomas Walker said he has read the Fire Code and he doesn't see anything in there that we would have to give any special attention to but when they do get ready to adopt the code, he would like to change the section that says open burning with permits. Thomas said we need to amend this section and the verbiage be changed to no open burning.
 - a. Open burning covers the burning of trash, leaves, and construction debris. This does not cover fire pits.
- iii. Tony Carroll asked Randy Halon if he had any comments about gas piping.
 1. Randy said it mentions pro-press but everything else is pretty much the same. Some words were amended but no major changes.
- iv. Tony Carroll asked Matt Wiley to talk about the venting changes that would occur if we adopted the 2021 Code.
 1. Matt said there is not really a lot of differences that they will do. The majority of the updates is about fresh air vents, exhaust vents, 10 feet from the intake from the exhaust.
- v. Tony Carroll asked if there was any change to smoke detectors or fire apparatus in vents.
 1. Matt said dryer vents have to be solid metal with no obstructions inside. The update does away with flexible vents.
 2. Patrick Reagan said it has always said that with dryer vents that you have to use metal but we have allowed the use of plastic if it was in the dirt.
- vi. Randy Hanlon mentioned that the 2021 Code update states that bathrooms do not have to have an overflow drain and briefly discussed the risk of the tub overflowing without the overflow drain.
- b. Patrick Regan asked if anyone has seen any concerns so far that would require him getting with Ben or Don to see what kind of liability the changes would open up if we delete a section.
 - i. Tony Carroll said we needed to study the 2021 Significant Code Changes a little more in depth. The License Commission members need to know a little bit more about what is going to be required.
 - ii. Terri Williams said the thing she is most concerned about is if we do have items that we are changing for the better of safety, health or welfare, we want to make sure it is very clear to those who are building. She said she is also concerned about stairs. She said the existing building code gives a lot of leeway regarding stairs.
 - iii. Patrick Reagan said the good thing about the code is that the code says if something doesn't meet the 2018 Code, but does meet the 2021 Code, by default we can go up a code without changing everything. We can, on a case-by-case

basis, go to a newer code. We can go forward as many codes as needed, but we cannot go back a code.

- c. The License Commission members discussed the next meeting date to revisit the adoption of the 2021 International Code Council Building Code Series and to make a decision.
 - i. Date was set for October 24, 2023 @ 5:30 PM.

New Business

No new business

Open Discussion

No open discussion

Announcements

No announcements

Next Meeting

DATE: 10/24/2023

TIME: 5:30 PM

LOCATION: Development Department, 3rd Floor Conference Room, 71 East Troy St

Chairman Tony Carroll

Recorded by Jennifer Roberson
Submitted by Tanner Newman

**NOTICE: CALL FOR A MEETING
OF THE LICENSE COMMISSION
OF THE CITY OF TUPELO, MISSISSIPPI**

**STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO**

TO:

**RANDY HANLON, RICHARD RHUDY, TONY CARROLL, JAY SCRUGGS, MATTHEW WILEY, TERRI WILLIAMS, THOMAS WALKER,
LICENSE COMMISSION OF CITY OF TUPELO, MISSISSIPPI**

You are hereby notified that a meeting of the License Commission of the City of Tupelo, Mississippi, is hereby called to meet in the Development Services Conference Room, 3rd Floor, 71 East Troy Street, in the City of Tupelo, Mississippi, on Thursday, April 20, 2023. The meeting will be both in person and by telephone for those not attending in person.

TIME: 5:30 p.m.

The subject of said meeting is to discuss and act upon the following matter(s) of business:

- (1) UPDATE TO CHAPTER 7 OF THE TUPELO CODE OF ORDINANCES (BUILDINGS AND BUILDING REGULATIONS)
- (2) UPDATE TO CHAPTER 10 OF THE TUPELO CODE OF ORDINANCES (FIRE PREVENTION AND PROTECTION)

This call issued on this, the 12th day of April, 2023 at 1:00 p.m.


TODD JORDAN, MAYOR

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
JANUARY REGULAR MEETING
Monday, January 9, 2023
6:00 PM Council Chambers**

CALL TO ORDER

Chair Pam Hadley called the meeting to order. Committee members Mark Williams, Bentley Nolan, Lindsey Leake, Leslie Mart, Patti Thompson, and Scott Davis were present. Gus Hildenbrand was absent. Staff members present included City Planner Jenny Savely and Zoning Administrator Russ Wilson. Director of Development Services Tanner Newman was absent. Chair Hadley asked Bentley Nolan to open with a prayer and Lindsey Leake to lead the pledge. Chair Hadley 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

Bentley Nolan made a motion to approve the minutes of the December 5, 2022, Planning Committee Meeting. Seconded by Scott Davis and passed unanimously. Hadley then opened the regular session of the meeting.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely mentioned that last month the committee voted to approve Major Subdivision 2204 (MAJSUB22-04). This action was supported and approved by City Council.

OLD BUSINESS

Planner Savely mentioned old business TA-22-02 remains in legal review.

NEW BUSINESS

Major Subdivision MAJSUB22-05, an 8 lot subdivision off of South Feemster Lake Road Preliminary Plat and Major Site Plan Approval is required by Planning Committee.

Chair Hadley asked Planner Savely to provide a summary of the staff analysis and recommendations. Planner Savely mentioned that this is an eight lot subdivision on the southeast corner of South Feemster Lake Rd and Wilson Drive. The eight lots will front along South Feemster and will not require any additional infrastructure other than hookups to utilities that are already provided in the area. Savely clarified that this is a pretty standard subdivision as we are not building streets or subdivision infrastructure itself. All lots are wider than adjacent residential lots and should not have any negative impact on the community. There is an eastern tree line that will be maintained as a buffer from the commercial development to the east fronting Eason. Savely mentioned that the subdivision is in Low Density Residential and meets all those requirements. The driveways will go over the ditch that is right at Feemster Lake Rd. This is not a curb and gutter served road, so culverts will go in there and will be approved by Public Works. There are no additional variances or administrative

adjustments on this application. The staff recommends approval. Hadley asked the applicant to step forward to present their application.

Eddie Kingsley came to the podium. If they could not sell the houses they would put them up for rent. Each house is three bedroom two bath. Some or all of the houses will have garages. The subdivision will have concrete drives.

Chair Hadley mentioned that there was no one to ask questions from the public, so she asked the Committee if they had any questions. Leslie Mart asked if these houses will all be single family residences with no duplexes. Kingsley answered yes. Mart mentioned paved driveways, and Kingsley mentioned that Public Works said pipe on the road has to be at least fifteen inches. Jenny Savely mentioned there are some driveways where the ditch is not as deep. Savely said Public Works will work with Kingsley to make sure the appropriate culverts are there. Kingsley added that the North and South ends will probably require the fifteen inch pipe. Mart asked if there is a lot that requires more fill to bring it up to road level. Kingsley said that is correct. Kingsley said the south end lot will have to get a flood elevation certificate. A portion of that lot is in the flood zone. Mart asked how many acres is the subdivision. Kingsley answered that it is 3.13 acres.

Bentley Nolan asked if Kingsley will come off of Wilson Street for the driveway at the top end of the subdivision. Kingsley replied that he is contemplating putting the driveway and carport off Wilson Street and letting the house face Feemster Lake, so they will not have to cut trees to create a driveway. Kingsley mentioned he has seen many similar residences. Planner Savely mentioned that Public Works was good with either option and that the easement is a little wider off of Wilson than it is off of Feemster Lake Rd. Kingsley added that there is a four-way stop there. Planner Savely commented that Kingsley needs to be 125 feet away from the intersection for that driveway.

Leslie Mart asked if Kingsley will put in a fire hydrant or will be working with the city. Kingsley commented that in a meeting with the fire department, everything was said to be adequate.

Zoning Administrator Russ Wilson mentioned that following last month's meeting about another subdivision, Kingsley adhered to the development department's process in full, the pre-development meeting with all the departments went well, and Kingsley made sure everything was good in advance.

Chair Hadley asked for any additional questions from the committee. Mart asked if the Chickasaw Review had been received. Planner Savely commented that Chickasaw Review has not completed the final review, but through preliminary reviews they saw no underlying issues.

Mark Williams made a motion for to approve. Seconded by Lindsey Leake, and it passed unanimously.

Chair Hadley asked Planner Savely to tell Kinsley the next steps. Planner Savely mentioned three days for the public to appeal, city council will have to approve the subdivision, beginning subdivision construction.

Chair Hadley mentioned that the next work session will be Monday, January 30th at 5:15 PM, and the regular planning committee meeting will be scheduled for Monday, February 6th at 6 PM. There being no further business, Patti Thompson made a motion to adjourn which passed unanimously.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE May 2, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT
APPLICATION FOR JUST LOVE COFFEE CAFÉ TN

Request:

Review the attached tax abatement application submitted by Just Love Coffee Cafe for property located at 1600 N. Gloster Street.

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

Attachments:

1. Application for Tax Abatement/City Commercial Ad Valorem Tax Exemption
2. Map showing location of Just Love Coffee Café in the Business Improvement District
3. Certificate of Occupancy
4. Before and After Photographs
5. Construction Cost Invoices

APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION

UNDER MISS. CODE ANN. § 17-21-5

(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

City of Tupelo | Department of Development Services**Mail:** PO Box 1485, Tupelo, MS 38802-1485**Phone:** (662) 432-1625 **Fax:** (662) 841-6550**Email:** tanner.newman@tupeloms.gov**Property Owner Name:** Brent Jackson**Owner Mailing Address:** 2482 Greenwich Park Circle, Tupelo, MS 38804**Property Address:** 1600 N. Gloster St., Tupelo, MS 38804**Parcel Number:** 084N-19-042-06**Name of Business:** Just Love Coffee Cafe**Type of Business:** Restaurant**Total Project Cost:** \$1.4 Million**Number of Employees:** 30**The following requirements must be met to qualify for the tax exemption program:**

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

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

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

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

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

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

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

The business that was previously located on this property, American General Life & Accident Insurance, was destroyed during the 2014 tornado. The lot has been vacant since that time. The addition of Just Love Coffee assists in the rebuilding of businesses along this area of N. Gloster Street that was destroyed during the tornado.

(Additional sheets may be attached.)

Owner Signature

Date

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

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

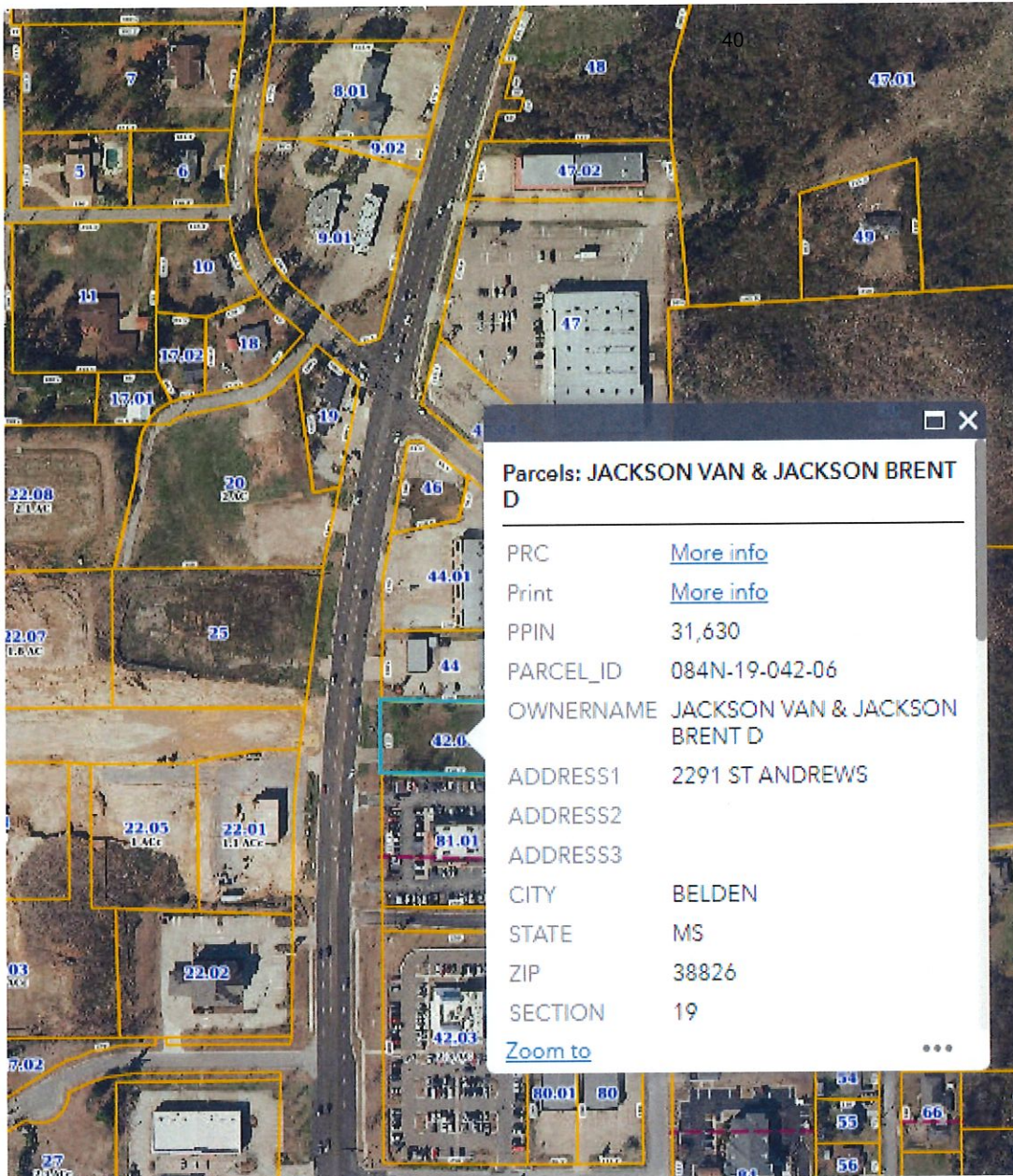
- 1) Does property meet all city of Tupelo Building and Development Code regulations?
Yes ☒ No ☐
- 2) For new construction, is commercial property privately owned? Yes ☒ No ☐
- 3) Was construction, renovation, or improvement completed and approved by the City of Tupelo Development Services Department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

Date application received by Development Services Department:

1-11-23

Received by:

Tanner Newman - Director of DDS



City of Tupelo

PO Box 1485, Tupelo, MS 38802

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

E-Mail: permits@tupeloms.gov**CERTIFICATE OF OCCUPANCY**
CERTIFICATE OF OCC - COMMER**Occupant:** JUST LOVE COFFEE CAFE**Address:** 1600 N GLOSTER ST**Parcel:** 084N1904206**Applicant Number:**


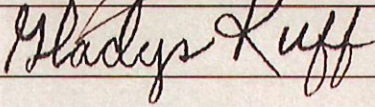
1818715

Owner: Name: JUST LOVE COFFEE CAFE
Address: 1600 NORTH GLOSTER ST
TUPELO, MS 38804
Phone: 662-260-5094
Email: vjackson01@gmail.com

**Approved Occupancy:****Issued:** 08/26/2022 **By:** G.R**Expires:****Signature:**

This permit becomes null and void if work or construction authorized is not commenced within six months, or if construction or work is suspended, or abandoned for a period of six months at any time after the work is started. The City of Tupelo Development Code Section 5.11.1 (a) states that "A building permit shall expire one year from the date of issuance. The permit may be renewed prior to expiration at no cost."

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or City law regulating construction or performance of construction nor does it nullify any private covenants, deed restrictions, or other restrictions running with the title to the property upon which construction is allowed.

Date: <u>8/26/22</u>	Applicant's	
	Signature: <u></u>	
Date: _____	Approval: <u></u>	

Before Photo



















APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 13518

To Owner: Jackson Team Enterprises
1600 N Gloster St
Tupelo, MS 38802

Project: 2025. Just Love Coffee

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

Contract For:

Application No.: 5

Period To: 6/1/2022

Project Nos:

Contract Date: 1/10/2022

Distribution to:
Owner ☐
Architect ☐
Contractor ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$950,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$950,000.00
4. Total Completed and Stored To Date	\$797,737.00
5. Retainage:	
0.00% of Completed Work	\$0.00
0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$797,737.00
7. Less Previous Certificates For Payments	\$651,141.00
8. Current Payment Due	\$146,596.00
9. Balance To Finish, Plus Retainage	\$152,263.00

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

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

CONTRACTOR: Century Construction Group, Inc.

By: Josh Spear Date: 6/2/22

State of: MS County of: See
Subscribed and sworn to before me this 2nd day of June 2022
Notary Public: Allison Wood
My Commission expires: December 9, 2022



Building

CONTINUATION SHEET

Page 2 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 06/02/22
To: 06/01/22
Architect's Project No.:

Invoice #: 13518 Contract: 2025. Just Love Coffee

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
1	Supervision	55,000.00	35,750.00		11,000.00	0.00	46,750.00	8,250.00	
2	Tools & Equipment	20,000.00	13,000.00		4,000.00	0.00	17,000.00	3,000.00	
3	Temp Facilities (Dumpster, Portable Toilet, Etc.)	9,500.00	6,175.00		1,900.00	0.00	8,075.00	1,425.00	
4	Sales Tax	33,250.00	33,250.00		0.00	0.00	33,250.00	0.00	
5	Insurance & Overhead	27,400.00	18,632.00		4,658.00	0.00	23,290.00	4,110.00	
6	Sitework & Stork Drainage Materials	20,250.00	20,250.00		0.00	0.00	20,250.00	0.00	
7	Sitework & Storm Drain Equipment & Labor	30,850.00	30,850.00		0.00	0.00	30,850.00	0.00	
8	Site Concrete Material	49,200.00	49,200.00		0.00	0.00	49,200.00	0.00	
9	Site Concrete Labor & Equipment	35,750.00	35,750.00		0.00	0.00	35,750.00	0.00	
10	Foundation Concrete Material	7,500.00	7,500.00		0.00	0.00	7,500.00	0.00	
11	Foundation Concrete Labor & Equipment	15,740.00	15,740.00		0.00	0.00	15,740.00	0.00	
12	Building Slab Concrete Material	8,900.00	8,900.00		0.00	0.00	8,900.00	0.00	
13	Building Slab Concrete Labor & Equipment	16,750.00	16,750.00		0.00	0.00	16,750.00	0.00	
14	Sidewalks	18,000.00	0.00		9,000.00	0.00	9,000.00	9,000.00	
15	Landscaping	15,000.00	0.00		0.00	0.00	0.00	15,000.00	
16	Masonry Materials	26,950.00	26,950.00		0.00	0.00	26,950.00	0.00	
17	Masonry Labor & Equipment	35,120.00	5,268.00		29,852.00	0.00	35,120.00	0.00	
18	Structural Framing & Misc. Steel	25,000.00	25,000.00		0.00	0.00	25,000.00	0.00	
19	Wood Framing Materials	46,600.00	46,600.00		0.00	0.00	46,600.00	0.00	
20	Wood Framing Labor & Equipment	43,400.00	43,400.00		0.00	0.00	43,400.00	0.00	
21	Wood Trusses Material	8,000.00	8,000.00		0.00	0.00	8,000.00	0.00	
22	Millwork Install	5,000.00	0.00		0.00	0.00	0.00	5,000.00	
23	Wood Trim Work material	1,500.00	0.00		0.00	0.00	0.00	1,500.00	
24	Wood Trim Work Labor & Equipment	1,500.00	0.00		0.00	0.00	0.00	1,500.00	
25	Roofing	50,000.00	45,000.00		0.00	0.00	45,000.00	5,000.00	
26	Caulking & Sealants	3,500.00	1,400.00		1,575.00	0.00	2,975.00	525.00	
27	Doors & Frames Material	8,500.00	850.00		4,250.00	0.00	5,100.00	3,400.00	
28	Doors & Frames Install	2,500.00	0.00		0.00	0.00	0.00	2,500.00	
29	Windows & Storefront	34,760.00	6,952.00		15,642.00	0.00	22,594.00	12,166.00	
30	Awning	3,000.00	0.00		0.00	0.00	0.00	3,000.00	
31	Finishes - Walls & Ceilings	40,580.00	12,174.00		22,319.00	0.00	34,493.00	6,087.00	

APPENDIX I

Buildings

CONTINUATION SHEET

Page 3 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 06/02/22
To: 06/01/22
Architect's Project No.:

Invoice #: 13518 Contract: 2025. Just Love Coffee

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed This Period In Place					
32	Finishes - Ceramic Tile	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
33	Paint	19,000.00	0.00	0.00	0.00	0.00	0.00	19,000.00	
34	Division 10 Items	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
35	HVAC & Plumbing	115,000.00	74,750.00	23,000.00	0.00	0.00	97,750.00	17,250.00	
36	Electrical	97,000.00	63,050.00	19,400.00	0.00	0.00	82,450.00	14,550.00	
Grand Totals		950,000.00	651,141.00	146,596.00	0.00	797,737.00	83.97%	152,263.00	0.00

Building

Equipment



INVOICE

Invoice Number: **PSI-108271**

Page: 1

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 7/12/2022
Customer ID C13446	Contact BRENT JACKSON	Sales Person Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
1600 N GLOSTER ST
Tupelo, MS 38804
USA

Terms Bankcard	Ext Doc No. JLC071222	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
SUNF-TS18X48GE	Wire Shelf, 18" x 48", 1000 lb. capacity per lf, numbered posts for easy assembly, adjustable b	20	EA	20	35.14	702.80
	Wire Shelf, 18" x 48", 1000 lb. capacity per shelf, numbered posts for easy assembly, adjustable bullet feet, green epoxy finish, NSF					
SUNF-TS18X48GE	Wire Shelf, 18" x 48", 1000 lb. capacity per lf, numbered posts for easy assembly, adjustable b	35	EA	35	35.14	1,229.90
	Wire Shelf, 18" x 48", 1000 lb. capacity per shelf, numbered posts for easy assembly, adjustable bullet feet, green epoxy finish, NSF					
SUNF-TS18X48GE	Wire Shelf, 18" x 48", 1000 lb. capacity per lf, numbered posts for easy assembly, adjustable b	3	EA	3	25.18	75.54
	Wire Shelf, 18" x 48", 1000 lb. capacity per shelf, numbered posts for easy assembly, adjustable bullet feet, green epoxy finish, NSF					
SUNF-TWS18GE	Wall Bracket, 18", single, green epoxy finish	6	EA	6	17.58	105.48
	Wall Bracket, 18", single, green epoxy finish					

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
Remit to: Mobile Fixture and Equipment Co., Inc.
1155 Montlamar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

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Amount Subject to Sales Tax 2,113.72
Amount Exempt from Sales Tax 0.00

Subtotal: 2,113.72
Invoice Discount: 0.00
Total Sales Tax: 147.96

Print Name: _____

Total: 2,261.68

Authorizing Signature: _____ Date: _____

APPENDIX I



INVOICE

Invoice Number: PSI-108277

Page: 1

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
-------------------	-----------------------	----------------	----------	---------------------	-----------------------------	---------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
ATOS-MSF8307GR	Atosa Sandwich/Salad Mega Top Refrigerator, Atosa Sandwich/Salad Mega Top Refrigerator, two-section, 60-1/5"W x 34"D x 46-3/5"H, includes (24) 1/6 stainless steel pans, rear-mounted, self-contained refrigeration, 17.2 cu. ft., (2) solid hinged self-closing doors, digital temperature control, 33 to 40 F temperature range, (2) adjustable shelves, 10" poly cutting board, ventilated refrigeration, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 5" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Serial Numbers: 1T0321112900C40037	1	EA	1	2650.00	2,650.00
OLYM-J74K	Post 74", stationary, grooved at 1" intervals, ludes leveling bolt & cap, green epoxy finish with Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF	28	EA	28	13.31	372.68
ADVA-ELAG-306-X	Special Value Work Table, 72"W x 30"D, 16 less steel top, 18 gauge galvanized adjustable und Special Value Work Table, 72"W x 30"D, 16 gauge 430 stainless steel top, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF	1	EA	1	398.00	398.00
ADVA-ELAG-304-X	Special Value Work Table, 48"W x 30"D, 16 less steel top, 18 gauge galvanized adjustable und Special Value Work Table, 48"W x 30"D, 16 gauge 430 stainless steel top, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF	2	EA	2	342.00	684.00
ADVA-EDS-12-72-X	Special Value Double Overshelf, table mounted, Special Value Double Overshelf, table mounted, 72-1/4"W x 12"D x 32"H (overall), adjustable mid-shelf, 18 gauge 430 stainless steel, KD (mounts only on 72" table with square ends) (mounting provision on table by others)	1	EA	1	294.80	294.80
ATOS-MSF8301GR	Atosa Sandwich/Salad Top Refrigerator, Atosa Sandwich/Salad Top Refrigerator, one-section, 27-1/2"W x 30"D x 44-3/10"H, includes (8) 1/6 stainless steel pans, rear-mounted, self-contained refrigeration, 7.2 cu. ft., (1) solid hinged self-closing door, digital temperature control, 33 to 40 F temperature range, (1) adjustable shelf, 10" poly cutting board, ventilated refrigeration, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 5" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation	1	EA	1	1463.00	1,463.00

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Amount Subject to Sales Tax 52,182.32	Amount Exempt from Sales Tax 0.00	Sales Tax Breakdown: MS-JACKSON 159.59 MISSISSIPPI 3,493.17	Subtotal: Invoice Discount: Total Sales Tax:	52,182.32 0.00 3,652.76
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Print Name: _____

Total: 55,835.08

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 2

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
Serial Numbers: 1T0321071900C40034						
ATOS-MGF8402GR	Atosa Undercounter Refrigerator, reach-in, two-section, 48-1/4"W x 30"D x 34-1/8"H, rear-mounted self-contained refrigeration, 13.38 cu. ft., (2) hinged solid doors, digital temperature control, 33 to 40 F temperature range, (2) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR	1	EA	1	1810.00	1,810.00
Serial Numbers: 1T0322021900C40006						
MANI-IYT0450A	Indigo NXT Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24"D x 21-1/2"H, production capacity up to 490 lb/24 hours at 70 /50 (378 lb AHRI certified at 90 /70), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR //3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard (nc) //(-161) 115v/60/1-ph, 11.9 amps////	1	EA	1	2770.94	2,770.94
Serial Numbers: 1120867584						
MANI-XX36	(-161) 115v/60/1-ph, 11.9 amps	1	EA	1		
(115v/60/1-ph, 11.9 amps)						
MANI-AR-10000-P	Arctic Pure Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 15,000 gallon capacity, 0-600 lbs./ice per day	1	EA	1	213.60	213.60
MANI-D400	Ice Bin, 30"W x 34"D x 38"H, with side-hinged	1	EA	1	997.07	997.07

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Sales Tax Breakdown:	Subtotal:	52,182.32
52,182.32	0.00	MS-JACKSON 159.59	Invoice Discount:	0.00
		MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76

Print Name: _____

Total: 55,835.08

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 3

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	------------------------------	-----------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Ice Bin, 30"W x 34"D x 38"H, with side-hinged front-opening door, side grips, 365 lbs. application capacity, AHRI certified 12.3 cu. ft., for top-mounted ice maker, Duratech exterior, NSF						
Serial Numbers: 1120853398						
MANI-ZZMANITOW5A001	Legs, 6" adjustable stainless steel, standard Legs, 6" adjustable stainless steel, standard	1	EA	1		
TURB-TOM-40SW(B)-N	Horizontal Open Display Merchandiser, slim-line, Horizontal Open Display Merchandiser, slim-line, 6.7 cu. ft. capacity, 39-1/8"W x 33-1/2"D x 41-1/2"H, self-cleaning condenser device, open front, tempered glass front shield & side walls, self-contained, plug-in installation, front air intake & rear air discharge, (3) stainless steel bottom shelves, LED lighting, hot gas condensate system, temperature range 38 F to 40 F, 300 stainless steel interior, specify exterior, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 6.9 amps, NEMA 5-15P, cETLus, ETL-Sanitation Serial Numbers: H2TMS40GY030	1	EA	1	7032.91	7,032.91
TURB-ZZTURBOM03003	Self-cleaning condenser device equipped, Self-cleaning condenser device equipped, standard	1	EA	1		
TURB-FINISH BLACK	Black finish Black finish	1	EA	1		
TURB-XX55	Stainless steel interior Stainless steel interior	1	EA	1		
SUNF-SFHSSS-1715	Hand Sink, wall mount, 17" x 15" OA, 5" deep b, 6" backsplash, 18 gauge stainless steel top & Hand Sink, wall mount, 17" x 15" OA, 5" deep tub, 6" backsplash, 18 gauge stainless steel top & bowl, stainless steel side splash, includes gooseneck faucet & basket strainer	2	EA	2	236.00	472.00
SUNF-SFMS-1824	Microwave Shelf, 18 gauge stainless steel, 18" de, 24" long, lip down at front, includes stainle	1	EA	1	155.00	155.00

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Amount Subject to	Amount Exempt	Sales Tax Breakdown:	Subtotal:	52,182.32
Sales Tax	from Sales Tax	MS-JACKSON 159.59	Invoice Discount:	0.00
52,182.32	0.00	MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76
Print Name:		Total:		55,835.08

Authorizing Signature: _____ **Date:** _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 4

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

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 Tupelo, MS 38804 USA

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 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	------------------------------	-----------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
	Microwave Shelf, 18 gauge stainless steel, 18" wide, 24" long, lip down at front, includes stainless steel wall brackets					
SUNF-SFWS-1236	Shelf, wall-mounted, 36"W x 12"D, 18 gauge	1	EA	1	68.00	68.00
	Shelf, wall-mounted, 36"W x 12"D, 18 gauge stainless steel with stainless steel brackets, UL					
ISINK101410-P-SSLR-X	Pro-Bowl Drop-In Sink, 1-compartment, 12-1/2"W to back x 10" deep bowl, 4" OC deck mount faucet	3	EA	3	344.00	1,032.00
	Pro-Bowl Drop-In Sink, 1-compartment, 12-1/2"W x 18-3/4"D x 15"H overall size, (1) 10"W x 14" front-to-back x 10" deep bowl, deck mount faucet holes with 4" centers, 3-1/2" drain opening with basket drain, stainless steel construction construction, with left & right side splashes, includes economy gooseneck faucet, 3-1/2" spout, NSF, CSA-Sanitation (Available in Effingham and Nevada)					
JOHN-PB-DMMK	Deck Mount Faucet Mounting Kit, includes (2) Deck Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers and (2) rubber washers	3	KT	3	28.00	84.00
ADVA-PA-18-36	Pass-Thru Shelf, 36"W x 18"D, bull nose front	1	EA	1	672.73	672.73
	Pass-Thru Shelf, 36"W x 18"D, bull nose front & rear with square sides, 18/430 stainless steel, 1-5/8" stainless steel tubing post, galvanized hat channel, includes: 3" x 4" stainless steel L-brackets to secure to wall (note: work surface will be 1-1/2" higher than the wall it rests on)					
T&S-B-0133-B	EasyInstall Pre-Rinse Unit, wall mount. base t with spring check cart. & lever handles, 2" diam	1	EA	1	354.29	354.29
	EasyInstall Pre-Rinse Unit, wall mount. base faucet with spring check cart. & lever handles, 2" dia. flanges with 1/2" NPT female eccentric flanged inlets, 35-1/2"H, 15" overhang, 8-1/4" clearance, 18" riser, (B-0107) spray valve, B-0044-H flex stainless steel hose, 6" wall bracket, quarter-turn Eterna cartridges, low lead					
T&S-B-0230-K	Installation Kit, (2) 1/2" NPT nipples, lock and washers, (2) short "Eli" 1/2" NPT female x male	1	KT	1	32.79	32.79
	Installation Kit, (2) 1/2" NPT nipples, lock nuts & washers, (2) short "Eli" 1/2" NPT female x male					
T&S-B-0230-EE-061X	Faucet, 10" swing nozzle, 8" wall mount,	1	EA	1	159.46	159.46

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Amount Subject to	Amount Exempt	Sales Tax Breakdown:	Subtotal:	52,182.32
Sales Tax	from Sales Tax	MS-JACKSON 159.59	Invoice Discount:	0.00
52,182.32	0.00	MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76

Print Name: _____

Total: 55,835.08

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 5

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship JUST LOVE COFFEE TUPELO
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 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
-------------------	-----------------------	----------------	----------	---------------------	-----------------------------	---------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Faucet, 10" swing nozzle, 8" wall mount, (061X), 00EE inlets, quarter-turn Eterna cartridges, low lead, ADA Compliant					
T&S-B-0425	Supply Nipple Kit, includes (1) 1/2" NPT x 2"	1	EA	1	10.88	10.88
	Supply Nipple Kit, includes (1) 1/2" NPT x 2" long inlet supply nipple, (1) 1/2" locknut washer & (1) 1/2" locknut, brass					
T&S-B-TEE-EZK	EasyInstall Tee Assembly, chrome-plated	1	EA	1	80.10	80.10
	EasyInstall Tee Assembly, chrome-plated					
SUNF-SFWS-1260	Shelf, wall-mounted, 60"W x 12"D, 18 gauge ss steel with stainless steel brackets, UL	2	EA	2	93.00	186.00
	Shelf, wall-mounted, 60"W x 12"D, 18 gauge stainless steel with stainless steel brackets, UL					
SERV-SSWS1224-CWP	Shelf, wall-mounted, 24"W x 12"D, 11-3/4"H ket, 18/430 stainless steel construction, includes	1	EA	1	63.00	63.00
	Shelf, wall-mounted, 24"W x 12"D, 11-3/4"H bracket, 18/430 stainless steel construction, includes: mounting hardware, NSF, KD					
ADVA-DTS-S70-48R-X	Special Value Straight-Soil Dishtable, attaches	1	EA	1	731.50	731.50
	Special Value Straight-Soil Dishtable, attaches to right of dish machine operator, 10-1/2"H backsplash, with pre-rinse sink, stainless steel legs, with crossrails, 47"W, 16/304 stainless steel					
ADVA-DTA-100-EC-X	Special Value Pre-Rinse Sink Basket, 19-1/2"W x	1	EA	1	227.70	227.70
	Special Value Pre-Rinse Sink Basket, 19-1/2"W x 19-1/2"D x 4" deep, perforated, for 3/4" radius bowls, (2) reinforced welded slide bar, 18/304 stainless steel					
ADVA-DTC-S70-24L-X	Special Value Dishtable, clean, straight design,	1	EA	1	352.00	352.00
	Special Value Dishtable, clean, straight design, attaches to left of dish machine operator, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs, with crossrails, 23"W x 30"D x 34"H, 16/304 stainless steel					
AMAN-RCS10TS	Amana Commercial Microwave Oven, 1000 watts, m volume, stainless steel interior & exterior, 10	1	EA	1	556.33	556.33

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Amount Subject to	Amount Exempt	Sales Tax Breakdown:	Subtotal:	52,182.32
Sales Tax	from Sales Tax	MS-JACKSON 159.59	Invoice Discount:	0.00
52,182.32	0.00	MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76

Print Name: _____

Total: 55,835.08

Authorizing Signature: _____ Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 6

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
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Cust. Phone 662-322-6886	Cust. Fax	
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Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	------------------------------	-----------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
Amana Commercial Microwave Oven, 1000 watts, 1.2 cu. ft. capacity, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, braille touch pads, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation Serial Numbers: 2205142858						
CADC-OV-013	Convection Oven, electric, countertop, half feet, half-size, 175-500 F, time & temperature ma	1	EA	1	935.00	935.00
	Convection Oven, electric, countertop, half size, (3) half size sheet pan capacity (pans not included), time & temperature manual controls, 175-500 F, end of cooking cycle buzzer, (3) shelves, insulated double wall cool-touch glass door, stainless steel construction, 120v/60/1-ph, 1.45kW, 12.0 amps, NEMA 5-15P, NSF, MET Serial Numbers: 2022D0046219					
HATC-GRH-36	Glo-Ray Infrared Strip Heater, 36" W, Glo-Ray Infrared Strip Heater, 36" W, high-wattage, single tubular metal heater rod in stainless steel housing, 800 watts, NSF, CE, cUL, UL Serial Numbers: 2023892225	1	EA	1	293.15	293.15
HATC-ZZHATCOGR0001	120v/60/1-ph	1	EA	1		
HATC-ZZHATCOGR0004	Built-in toggle, standard	1	EA	1		
HATC-CAP	6' Cord & NEMA 5-15P plug set (120v only) on ' with C-leg or T-leg stand only (Not for retrofit) 6' Cord & NEMA 5-15P plug set (120v only) on models up to 6' with CHAIN-HOOK, C-leg or T-leg stand only (available at time of purchase only)	1	EA	1	18.70	18.70
HATC-CHAIN-HOOK	Standard chain mount kit, (2) "S" hooks, (2) chains	1	EA	1	6.60	6.60

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DISCLAIMER OF WARRANTIES: The only warranties applicable to the merchandise are those that may be provided by the manufacturer, if any. Seller expressly disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Sales Tax Breakdown:	Subtotal:	52,182.32
52,182.32	0.00	MS-JACKSON 159.59	Invoice Discount:	0.00
		MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76

Print Name: _____

Total: 55,835.08

Authorizing Signature: _____ **Date:** _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 7

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Standard chain mount kit, (2) "S" hooks, (2) 6" chains (available at time of purchase only)					
ADVA-FE-1-1515-X	Special Value Fabricated Sink, 1-compartment, no Special Value Fabricated Sink, 1-compartment, no drainboards, bowl size 15" x 15" x 12" deep, 18 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, galvanized legs with 1" adjustable plastic bullet feet, overall 20-3/4" F/B x 20" L/R, NSF	1	EA	1	311.30	311.30
ADVA-ZZADVA0C5002	12" spout 12" spout	1	EA	1		
T&S-B-1126	Faucet, 8" swing nozzle, splash mounted, Faucet, 8" swing nozzle, splash mounted, quarter-turn Eterna cartridges, low lead, ADA Compliant	1	EA	1	132.00	132.00
T&S-B-1100-K	Installation Kit, for workboard wall mount, (2) short EL's Installation Kit, for workboard wall mount faucets, (2) short EL's	1	KT	1	17.64	17.64
ADVA-ELAG-303-X	Special Value Work Table, 36"W x 30"D, 16 less steel top, 18 gauge galvanized adjustable und Special Value Work Table, 36"W x 30"D, 16 gauge 430 stainless steel top, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF	1	EA	1	323.40	323.40
TURB-TWR-60SD-D4-N	Super Deluxe Worktop Refrigerator, two-section, Super Deluxe Worktop Refrigerator, two-section, 16.0 cu. ft., self-cleaning condenser equipped, (4) stainless steel drawers with recessed handles, accommodates pans up to 6" deep, capacity: (1) full size pan or (3) 1/3 size pans or (6) 1/6 size pans per drawer (NOT included), stainless steel interior & exterior, self-contained rear mounted refrigeration system, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.4 amps, NEMA 5-15P, cETLus, ETL-Sanitation Serial Numbers: H2W6RDGY708	1	EA	1	5810.56	5,810.56
TURB-ZZTURBOM01009	Drawer pan support bars included, standard Drawer pan support bars included, standard	1	EA	1		
RHIN-RHPR600-S	Rhino Pitcher Rinser - 60MM	2	EA	2	459.00	918.00

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Amount Subject to	Amount Exempt	Sales Tax Breakdown:	Subtotal:	52,182.32
Sales Tax	from Sales Tax	MS-JACKSON 159.59	Invoice Discount:	0.00
52,182.32	0.00	MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76
Print Name:		Total:		55,835.08

Authorizing Signature: _____ Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 8

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Rhino Pitcher Rinser - 60MM					
DYNA-BL001.1.TQ	BlendPro 1TQ Performance Blender, 1.5 liter (50 oz.), high speed motor, noise reducing shield, one-touch auto timer, 4-speed settings, pulse option, wet & dry application, 2-in-1 stainless steel cutting blade, BPA Free, 38000 RPM, 3 HP, 1050 watts, 115v/60/1-ph, NEMA 5-15P Serial Numbers: 51068598 51068597	2	EA	2	536.31	1,072.62
DYNA-BL756AT	BlendPro Container Only, 1.5 liter (50 oz.), BPA Free	2	EA	2	94.50	189.00
NEMC-6055A-43	Countertop Warmer, wet operation, holds (4) each Countertop Warmer, wet operation, holds (4) each 1/3 size pans, adjustable thermostat, cycling indicator pilot light, stainless steel construction, 1500 watts, NEMA 5-15P, 120v/60/1 ph, 12.5 amps, cETLus, NSF Serial Numbers: E220027	1	EA	1	358.88	358.88
TURB-MUR-36L-N6	M3 Series Undercounter Low Boy Refrigerator, M3 Series Undercounter Low Boy Refrigerator, two-section, 8.36 cu. ft., self-contained rear mount refrigeration system with self-cleaning condenser, (2) locking swing doors, (2) adjustable heavy duty PE coated wire shelves, stainless steel top, front & sides, (galvanized steel back & bottom) aluminum interior, stainless steel floor, LED interior lighting & fan control, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 6.1 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR Serial Numbers: H6MU3R0H3506 H6MU3R0H3505	2	EA	2	2756.56	5,513.12
TURB-WARRTURBOM02	Additional 2 year compressor warranty (5 year I), standard Additional 2 year compressor warranty (5 year total), standard	2	EA	2		
TURB-ZZTURBOM10003	Self-cleaning condenser device equipped,	2	EA	2		

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Amount Subject to Sales Tax 52,182.32	Amount Exempt from Sales Tax 0.00	Sales Tax Breakdown: MS-JACKSON 159.59 MISSISSIPPI 3,493.17	Subtotal: Invoice Discount: Total Sales Tax:	52,182.32 0.00 3,652.76
Print Name: _____			Total:	55,835.08

Authorizing Signature: _____ Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 9

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	------------------------------	-----------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
	Self-cleaning condenser device equipped, standard					
TURB-ZZOTHERMOUNTI	Non-Standard mounting options below: Non-Standard mounting options below:	2	EA	2		
ATOS-MKC23GR	Atosa Draft Beer Cooler, 23"W x 31-1/10"D x Atosa Draft Beer Cooler, 23"W x 31-1/10"D x 54-4/5"H, rear-mounted self-contained refrigeration, (1) 1/2 barrel capacity (7.1 cu. ft.), (1) dual faucet tower, (1) locking solid door, Dixell digital controller, stainless steel interior & exterior, 3-1/2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, includes: manifold & ball taps, cETLus, ETL-Sanitation Serial Numbers: 100321101600C40009	1	EA	1	1275.00	1,275.00
KROW-D278	Krowne Ice Bin, drop-in, 20"W x 15"D O.A., 50 Krowne Ice Bin, drop-in, 20"W x 15"D O.A., 50 lbs ice capacity, 10" deep stainless steel liner, fully insulated, stainless steel top, includes stainless steel sliding cover, NSF (18-1/4" x 13-1/4" cutout required) (available with a cold plate & see D278-7)	1	EA	1	715.00	715.00
FLAT-CT2007	KX22 Table Base, dining height, 22" cross base, es (Powder Coat) KX22 Table Base, dining height, 22" cross base, 3" dia. column, 13" x 13" mounting plate, hydraulic PAD stabilization technology, cast iron, textured finish, recommended top sizes: 30" round/ square (ships in 3 boxes)	13	EA	13	83.25	1,082.25
FLAT-CT2030	KT22 Table Base, dining height, (2) 22" end T IRON (Powder Coat) KT22 Table Base, dining height, (2) 22" end base, 3" dia. column, 13" x 13" mounting plate, hydraulic PAD stabilization technology, cast iron, textured finish, max table top sizes: 36" x 84" rectangular (ships in 3 boxes)	1	EA	1	107.12	107.12
FLAS-XX171	Hercules Series Restaurant Chair, metal ladder Hercules Series Restaurant Chair, metal ladder back, 5/8" thick natural finish plywood seat, welded joint assembly, curved support bar, 18 gauge steel clear coated frame, plastic floor glides, designed for commercial use (assembly required) (in stock items usually ship within 24 hours)	54	EA	54	79.33	4,283.82

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Amount Subject to	Amount Exempt	Sales Tax Breakdown:	Subtotal:	52,182.32
Sales Tax	from Sales Tax	MS-JACKSON 159.59	Invoice Discount:	0.00
52,182.32	0.00	MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76
Print Name:		Total:		55,835.08

Authorizing Signature: _____ **Date:** _____

APPENDIX I


INVOICE
Invoice Number: PSI-108277

Page: 10

Invoice Date 7/29/2022	Due Date 7/29/2022	Ship Date 4/29/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
-------------------	-----------------------	----------------	----------	---------------------	-----------------------------	---------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
FREIGHT	Freight	1	EA	1	1200.00	1,200.00
CUST-WM	WOOD MANTEL 3X10X48	3	EA	3	381.00	1,143.00
CUST-TT24X24	WOOD TABLE TOP 24X24 STRAIGHT PLANK	1	EA	1	81.77	81.77
CUST-WT30X48	WOOD TOP 30X48 STRAIGHT PLANK	1	EA	1	216.82	216.82
CUST-WT30X30	WOOD TABLE TOP 30" X 30" PLANK	12	EA	12	137.14	1,645.68
FLAS-XX173	Bar Stool, 500 lb. weight capacity, counter height, backless, textured wood seat, cross brace under seat, galvanized steel, powder coat finish, footrest, powder coat finish, plastic floor glides, lightweight, stacks 4 to 8 stools high, black (assembly required) (in stock items usually ship within 24 hours)	3	EA	3	80.74	242.22
VEN SURCH	Vendor Surcharge	1	EA	1	364.89	364.89

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
 Remit to: Mobile Fixture and Equipment Co., Inc.
 1155 Montlilar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury.

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Sales Tax Breakdown:	Subtotal:	52,182.32
52,182.32	0.00	MS-JACKSON 159.59	Invoice Discount:	0.00
		MISSISSIPPI 3,493.17	Total Sales Tax:	3,652.76
Print Name:			Total:	55,835.08

Authorizing Signature: _____ Date: _____

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 1

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms	Ext Doc No.	Your Reference	Ship Via	Loc Code	Loc Phone	Loc Fax
Bankcard	TUPELO SMW	Smallwares		05-NASH	(615) 287-7005	(615) 747-1386

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
ADMI-BDPM-10	Black Diamond Planetary Mixer, 10 qt., 3-speed, Black Diamond Planetary Mixer, 10 qt., 3-speed, gear driven transmission, stainless steel wire bowl guard, includes: stainless steel mixing bowl with clamps, wire whisk, dough hook, & flat beater attachments, rubber feet, 3/4 HP, 120v/60/1-ph, 600 watts, 5.0 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation (NET) S/N 2202043	1	EA	1	725.90	725.90
ADVA-TA-89	Pot Hooks, plated, double sided (package of 4) Pot Hooks, plated, double sided (package of 4)	2	PK	2	34.60	69.20
ALEG-80976	Baby Chair, 27-1/4", wood with stain resistant Baby Chair, 27-1/4", wood with stain resistant finish, walnut, unassembled	3	EA	3	32.55	97.65
AMME-MB3	Sauce Cup, 1-1/2 oz. capacity, stainless steel, Sauce Cup, 1-1/2 oz. capacity, stainless steel, polished finish	60	EA	60	0.47	28.20
AMME-B31	Sauce Dish, 8 oz., 3" dia. x 2"H, round, stainless steel (priced per each, 12 each per in Sauce Dish, 8 oz., 3" dia. x 2"H, round, stainless steel	24	EA	24	3.68	88.32
AMME-B34	Sauce Dish, 3-3/4 oz., 3" dia. x 1-1/2"H, deep, stainless steel Sauce Dish, 3-3/4 oz., 3" dia. x 1-1/2"H, round, stainless steel	24	EA	24	3.24	77.76
AMME-4100	Table Numbers, numbers 1 thru 100, 4" square, te card, black numbers, printed both sides, heavy Table Numbers, numbers 1 thru 100, 4" square, white card, black numbers, printed on both sides, heavy plastic	1	ST	1	11.17	11.17
AMME-SBW10	Bar Whisk, 10-1/2"L, square, stainless steel Bar Whisk, 10-1/2"L, square, stainless steel	2	EA	2	7.26	14.52
AMME-TP8	Pizza Pan, wide rim, 8" OD, 6" ID, solid, 18	6	EA	6	2.06	12.36

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 2

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	Sales Person Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Pizza Pan, wide rim, 8" OD, 6" ID, solid, 18 gauge aluminum, non-returnable made to order item, Made in USA (hand wash only)					
AMME-TP10	Pizza Pan, wide rim, 10" OD, 8" ID, solid, 18 m	24	EA	12	2.93	35.16
	Pizza Pan, wide rim, 10" OD, 8" ID, solid, 18 gauge aluminum, non-returnable made to order item, Made in USA (hand wash only)					
BOBR-B-270	Sanitary Napkin Receptacle, wall mount, 7-1/2"W ounted, 1 gallon capacity, 7-1/2" W x 10" H, dra	1	EA	1	38.81	38.81
	Sanitary Napkin Receptacle, wall mount, 7-1/2"W x 3-3/4"D x 10"H, hardware included, tight seal lid, stainless steel, brushed finish					
HALC-502811	Windsor Dinner Knife, 8-1/10", 13/0 stainless l, vibro finish	9	DZ	9	5.08	45.72
	Windsor Dinner Knife, 8-1/10", 13/0 stainless steel, vibro finish					
HALC-502813	Windsor Soup Spoon, 6-1/2", round bowl, 18/0	2	DZ	2	5.87	11.74
	Windsor Soup Spoon, 6-1/2", round bowl, 18/0 stainless steel, vibro finish					
HALC-57530	Pom Tongs, 6"L, one-piece, 0.7 mm thickness, nless steel	3	EA	3	0.59	1.77
	Pom Tongs, 6"L, one-piece, 0.7 mm thickness, stainless steel					
CAMB-PC64CW135	Camwear Pitcher, 64 oz., 7-5/16" dia. x 6" with out lid, Dia. 7-5/16" with out spout, po	6	EA	6	4.59	27.54
	Camwear Pitcher, 64 oz., 7-5/16" dia. x 9-3/4"H (with lid), 3-position lid, slotted base, dishwasher safe, polycarbonate, clear, NSF					
CAMB-100MCCW135	Camwear Measuring Cup, 1 qt., molded handle, te, molded handle, dishwasher safe, NSF	2	EA	2	8.48	16.96
	Camwear Measuring Cup, 1 qt., molded handle, dishwasher safe, polycarbonate, clear, NSF					
CAMB-200MCCW135	Camwear Measuring Cup, 2 qt., molded handle, te, molded handle, dishwasher safe, NSF	2	EA	2	11.69	23.38
	Camwear Measuring Cup, 2 qt., molded handle, dishwasher safe, polycarbonate, clear, NSF					
CAMB-400MCCW135	Camwear Measuring Cup, 4 qt., molded handle, ate, molded handle, dishwasher safe, NSF	1	EA	1	12.69	12.69

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Amount Subject to	Amount Exempt	Subtotal:	9,982.96
Sales Tax	from Sales Tax	Invoice Discount:	0.00
9,982.96	0.00	Total Sales Tax:	698.81

Print Name: _____

Total: **10,681.77**
Authorizing Signature: _____

Date: _____

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 3

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

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Tupelo, MS 38804
USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Camwear Measuring Cup, 4 qt., molded handle, dishwasher safe, polycarbonate, clear, NSF					
CAMB-96SKRD135	Camwear Shaker/Dredge, 10 oz., with salt & oz., polycarbonate, clear, dishwasher safe	8	EA	8	3.65	29.20
	Camwear Shaker/Dredge, 10 oz., with salt & pepper lid, dishwasher safe, polycarbonate, clear					
TABL-166D	Dredge/Shaker, 10 oz., for cheese, poly with e & yellow snap tight plastic lid, made in USA (so Dredge/Shaker, 10 oz., for cheese, poly with handle & yellow snap tight plastic lid, dishwasher safe, Made in USA, BPA free (must be purchased in multiples of 12 each)	3	EA	3	3.65	10.95
CAMB-2SFSCW135	CamSquare Food Container, 2 qt., 7-1/4"L x " x 3-7/8", clear, green graduation, polycarbonate	50	EA	50	4.76	238.00
	CamSquare Food Container, 2 qt., 7-1/4"L x 7-1/4"W x 3-7/8"H, red graduation, polycarbonate, dishwasher safe, resists stains & odors, clear, NSF					
CAMB-4SFSCW135	CamSquare Food Container, 4 qt., 7-1/4"L x x 7-3/8, clear, green graduation, polycarbonate, d	12	EA	12	7.29	87.48
	CamSquare Food Container, 4 qt., 7-1/4"L x 7-1/4"W x 7-3/8"H, red graduation, polycarbonate, dishwasher safe, resists stains & odors, clear, NSF					
CAMB-SFC2452	Food Pan Seal Cover, for 2 & 4 qt. containers, thylene, NSF	75	EA	75	2.07	155.25
	Food Pan Seal Cover, for 2 & 4 qt. containers, polyethylene, Kelly green, NSF					
CAMB-6SFSCW135	CamSquare Food Container, 6 qt., 8-3/8"L x " x 7-1/4", clear, orange graduation, polycarbonate	10	EA	10	9.40	94.00
	CamSquare Food Container, 6 qt., 8-3/8"L x 8-3/8"W x 7-1/4"H, red graduation, polycarbonate, dishwasher safe, resists stains & odors, clear, NSF					
CAMB-SFC6451	Food Pan Seal Cover, for 6 & 8 qt. containers, thylene, NSF	12	EA	12	2.58	30.96
	Food Pan Seal Cover, for 6 & 8 qt. containers, polyethylene, winter rose, NSF					
CAMB-12SFSCW135	CamSquare Food Container, 12 qt., 11-1/4"L x 11-1/4" x 12-1/4" x 8-3/4", clear, blue gradua	6	EA	6	14.75	88.50

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Amount Subject to Sales Tax 9,982.96	Amount Exempt from Sales Tax 0.00	Subtotal: Invoice Discount: Total Sales Tax:	9,982.96 0.00 698.81
Print Name: _____		Total:	10,681.77

Authorizing Signature: _____ Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 4

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	CamSquare Food Container, 12 qt., 11-1/4"L x 12-1/4"W x 8-5/16"H, with handles, red graduation, polycarbonate, dishwasher safe, resists stains & odors, clear, NSF					
CAMB-22SFSCW135	CamSquare Food Container, 22 qt., 11-1/4"L x 12-1/4" x 15-3/4", clear, red gradua	2	EA	2	27.73	55.46
	CamSquare Food Container, 22 qt., 11-1/4"L x 12-1/4"W x 15-3/4"H, with handles, red graduation, polycarbonate, dishwasher safe, resists stains & odors, clear, NSF					
CAMB-SFC12453	Cover, for 12, 18 & 22 qt. containers, hylene, NSF	8	EA	8	3.74	29.92
	Cover, for 12, 18 & 22 qt. containers, polyethylene, blue, NSF					
CAMB-66CW135	Camwear Food Pan, 2.4 qt. capacity, 6" deep, lcarbonate, clear, NSF	60	EA	60	5.21	312.60
	Camwear Food Pan, 2.4 qt. capacity, 6" deep, 1/6 size, polycarbonate, clear, NSF					
CAMB-60CWCH135	Camwear Food Pan Cover, 1/6 size, with handle, dle, polycarbonate, NSF	60	EA	60	2.82	169.20
	Camwear Food Pan Cover, 1/6 size, with handle, polycarbonate, clear, NSF					
CAMB-60PPD190	Drain Shelf, 1/6 size, fits 62, 64 & 66PP,	6	EA	6	1.45	8.70
	Drain Shelf, 1/6 size, fits 62, 64 & 66PP, polypropylene, translucent, NSF					
CAMB-36CW135	Camwear Food Pan, 5.6 qt. capacity, 6" deep, te, clear, NSF	30	EA	30	7.53	225.90
	Camwear Food Pan, 5.6 qt. capacity, 6" deep, 1/3 size, polycarbonate, clear, NSF					
CAMB-30CWCH135	Camwear Food Pan Cover, 1/3 size, with handle, e, polycarbonate, clear, NSF	30	EA	30	3.63	108.90
	Camwear Food Pan Cover, 1/3 size, with handle, polycarbonate, clear, NSF					
CAMB-30PPD190	Drain Shelf, 1/3 size, fits 32, 34 & 36PP,	5	EA	5	2.59	12.95
	Drain Shelf, 1/3 size, fits 32, 34 & 36PP, polypropylene, translucent, NSF					
CAMB-94CW135	Camwear Food Pan, .9 qt. capacity, 4" deep, lcarbonate, clear, NSF	35	EA	35	4.27	149.45

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 5

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
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 JACKSON TEAM ENTERPRISE, LLC
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 Tupelo, MS 38804 USA

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 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
	Camwear Food Pan, .9 qt. capacity, 4" deep, 1/9 size, polycarbonate, clear, NSF					
CAMB-36HP150	H-Pan High Heat Hot Food Pan, 1/3 size, 6" deep, hi-temp plastic, -40 F to 375 F, non-stick surface, won't bend or dent, amber, NSF	4	EA	4	28.35	113.40
CAMB-66HP150	H-Pan High Heat Hot Food Pan, 1/6 size, 6" on-stick surface, won't bend or dent, amber, NSF	8	EA	8	15.93	127.44
CAMB-60HPCHN150	H-Pan High Heat Hot Food Pan, 1/6 size, 6" deep, hi-temp plastic, -40 F to 375 F, non-stick surface, won't bend or dent, amber, NSF	8	EA	8	7.97	63.76
CAMB-60HPCHN150	H-Pan Cover, high heat, 1/6 size, notched, with handle, -40 F to 300 F, non-stick surface, won't bend or dent, amber, NSF	1	DZ	1	21.52	21.52
CARD-FK203	Mason Jar, 16-1/2 oz., with handle, glass, sand, Arcoroc (H 5-1/4"; T 2-5/8"; B 2-5/8"; M 4-1/8")	1	DZ	1	21.52	21.52
CARD-FJ001	Pitcher, .3 L (10-1/4 oz.), annealed glass, c, Bystro (H: 5 1/8" T: 2 7/8" M: 3 1/4" B: 1 7/8")	6	EA	6	3.04	18.24
CARD-FJ001	Pitcher, .3 L (10-1/4 oz.), annealed glass, Arcoroc, Bystro (H 5-1/8"; T 2-7/8"; M 3-1/4"; B 1-7/8")					
CARL-071703	Tortilla Server, 12" dia., with lift off lid, stackable, microwave/dishwasher safe, safe for temperatures up to 150 F, recyclable, polypropylene, black, NSF, BPA Free, Made In USA	1	EA	1	24.37	24.37
CARL-4040202	Sparta Meteor Pastry/Basting Brush, 3" wide, ristles, molded into-the-handle hook, white	4	EA	4	11.33	45.32
CARL-4040202	Sparta Meteor Pastry/Basting Brush, 3" wide, soft-flagged molded-in bristles, white plastic handle with hook, nylon, white					
CARL-RF14	OptiClean Dishwasher Combination/Flatware Rack, II-size, 3.20" inside height, polypropylene, Carl	2	EA	2	17.68	35.36
CARL-RF14	OptiClean Dishwasher Combination/Flatware Rack, full-size, 19-7/8" x 19-7/8" x 4", inside height of 3-1/4", open bottom, quick drying bottom grid, comfort curve handles, double wall construction, polypropylene, textured finish, blue, NSF					

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Amount Subject to Sales Tax: 9,982.96
 Amount Exempt from Sales Tax: 0.00

Subtotal: 9,982.96
 Invoice Discount: 0.00
 Total Sales Tax: 698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____ **Date:** _____

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 6

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

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 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
CARL-RP14	OptiClean All Purpose Plate/Tray Peg Rack, full closed end, 2-1/4" tall pegs, polypropylene, Carl	2	EA	2	17.68	35.36
	OptiClean All Purpose Plate/Tray Peg Rack, full size, 2-1/4"H standard pegs, inside height of 3-1/4", plate locks, double-wall construction, quick draining, comfort curve handles on all 4 sides, polypropylene, blue, NSF					
CARL-36141003	Flo-Pac Duo-Pan Lobby Dust Pan, 12" wide, c, metal handle, black	2	EA	2	14.32	28.64
	Flo-Pac Duo-Pan Lobby Dust Pan, 12" wide, hanging hole, pivot and lock bucket, metal handle, plastic, black					
CARL-4166414	Sparta Spectrum Quik-Release Mop Handle, 60"	2	EA	2	16.18	32.36
	Sparta Spectrum Quik-Release Mop Handle, 60" long, 1" dia., hinged gripper bites, flexible plastic head, fiberglass, blue					
CARL-3686500	Duo-Sweep Lobby Angle Broom, 48"L black metal polypropylene bristles, medium duty, two handle hol	2	EA	2	15.14	30.28
	Duo-Sweep Lobby Angle Broom, 48"L black metal handle, 12" wide head, flagged polypropylene bristles, flared, no hood/shroud, (2) handle holes: upright and angled, balanced, standard color					
CARL-3690404	Mop Bucket Combo 35 Quart Yellow e press, polyethylene, non-marking casters, yellow	1	EA	1	82.76	82.76
	Mop Bucket Combo 35 Quart Yellow					
CARL-34352369	Centurian Waste Container, 23 gallon, 28" tall	1	EA	1	50.30	50.30
	Centurian Waste Container, 23 gallon, 28" tall square, integrated liner tabs, venting channels, ergonomic handles, bottom helper handles, polyethylene, brown					
CDN-TM15	Digit Timer, 100 minutes by min/sec, 2-1/2"W x 1-3/8"H (6.4 x 3.5 cm) display, counts up/down, extra big digit, loud alarm, long alarm, stop & restart, last count recall, counts up after zero, counts last min in sec, requires (1) AAA battery (included), magnet/stand/loop, food-safe ABS	6	EA	6	16.21	97.26
CDN-DT450X	Digital Pocket Thermometer, -40 to +450 F (-40	2	EA	2	10.50	21.00

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9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____ **Date:** _____

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 7

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	Sales Person Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

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--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Digital Pocket Thermometer, -40 to +450 F (-40 to +230 C), 6-8 second response, 2.5mm thin tip, 2 -3/4" (7.0cm) stem, high heat, shatterproof, expanded range, data-hold, big digit, temperature guide on thermometer, sheath can be used as handle extension, pocket clip/hook, food-safe ABS plastic with BioCote, 304 stainless steel stem, black, NSF					
CDN-FG80	Refrigerator/Freezer Thermometer, -40 to +80 F to +80 F/-40 to +27 C, NSF Certified, target ran	12	EA	12	4.31	51.72
	Refrigerator/Freezer Thermometer, -40 to +80 F (-40 to +27 C), target range indication, color-coded scale, temperature guide on thermometer, non-mercuric column, stand/hang, shatterproof, polycarbonate case, NSF					
CHOI-310DXK335C9	White Heat-Resistant Gloves for Wax Bases and Plates - 12/Pack	1	EA	1	31.35	31.35
MOFC-BEV08CLR	Beverage Dispenser with Ice Cylinder and Fruit Infuser, Clear.	1	EA	1	24.67	24.67
DEXT-P94804	Basics (31604) Slicer/ Bread Knife, 10", ad Knife, stain-free, high-carbon steel blade, tex	1	EA	1	9.10	9.10
	Basics (31604) Slicer/ Bread Knife, 10", scalloped edge, stain-free, high-carbon steel, textured, polypropylene white handle, NSF Certified					
DEXT-P94816	Basics (31610) Paring Knife, 3", clip point, stain-free, high-carbon steel blade and white plas	2	EA	2	3.27	6.54
	Basics (31610) Paring Knife, 3", clip point, stain-free, high-carbon steel, polypropylene handle, NSF Certified					
DEXT-P94801	Basics (31600) Chef's/Cook's Knife, 8", high-carbon steel blade, textured, polypropylene	4	EA	4	12.56	50.24
	Basics (31600) Chef's/Cook's Knife, 8", stain-free, high-carbon steel, textured, polypropylene white handle, NSF Certified					
EGS-D7511RC-W	Plate, 11" x 7-1/2" x 1"H, rectangular,	5	CS	5	86.98	434.90
	Plate, 11" x 7-1/2" x 1"H, rectangular, narrow rim, break, chip, stain & scratch resistant, dishwasher safe, BPA free, melamine, white, Vogue (6 each per case)					
ESPR-EPK665	Espresso Parts Barista Basics Knockbox, 6"W x	1	EA	1	84.38	84.38

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9,982.96	0.00	Invoice Discount:	0.00
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Print Name: _____

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APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 8

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
	Espresso Parts Barista Basics Knockbox, 6"W x 6"L x 5" deep, with removable NBR rubber knock bar & NBR rubber hush gasket, ABS plastic					
ESPR-EP_PITCHER12	Frothing Pitcher, 12 oz., 3-5/8"H, molded	1	EA	1	8.50	8.50
	Frothing Pitcher, 12 oz., 3-5/8"H, molded spout, heat resistant handle, stainless steel					
ESPR-EP_PITCHER20	Frothing Pitcher, 20 oz., 4-3/8"H, molded	2	EA	2	9.50	19.00
	Frothing Pitcher, 20 oz., 4-3/8"H, molded spout, heat resistant handle, stainless steel					
ESPR-EP_PITCHER32	Frothing Pitcher, 33 oz., 4-3/4"H, molded	1	EA	1	11.00	11.00
	Frothing Pitcher, 33 oz., 4-3/4"H, molded spout, heat resistant handle, stainless steel					
TABL-E5601	Cash & Carry FirmGrip Straight Peeler, 7-1/4" gonomic, soft grip handle (individually carded) (1)	1	EA	1	3.60	3.60
	Cash & Carry FirmGrip Straight Peeler, 7-1/4" x 1" x 3/4", straight edge, dishwasher safe, ergonomic, soft grip handle, black (individually carded) (1 each minimum order)					
FRAN-280-1816	Squeeze Bottle, FIFO, 24 oz. capacity, standard	12	EA	12	2.45	29.40
	Squeeze Bottle, FIFO, 24 oz. capacity, standard cap, plastic, NSF					
FOH-RTR004RUW22	Tray, 10" x 4-1/2" x 1-1/4", rectangle, hand	12	EA	12	13.15	157.80
	Tray, 10" x 4-1/2" x 1-1/4", rectangle, hand wash only, rubberwood					
GLOB-T9F641593SS	STEP ON TRASH CAN, STAINLESS EXTERIOR, 12 GALLON	2	EA	2	220.67	441.34
	STEP ON TRASH CAN, STAINLESS EXTERIOR, 12 GALLON					
HARL-48028	HIC Cocktail Mixing Spoon, 12", twisted handle	2	EA	2	6.00	12.00
	HIC Cocktail Mixing Spoon, 12", twisted handle design, dishwasher safe, 18/8 stainless steel					
HARL-6301	Mrs. Anderson's Baking Classic Rolling Pin,	1	EA	1	17.68	17.68
	Mrs. Anderson's Baking Classic Rolling Pin, 12" x 2-3/4", wood					

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Sales Tax	from Sales Tax	Invoice Discount:	0.00
9,982.96	0.00	Total Sales Tax:	698.81

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APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 9

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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
ITI-82245-02	Diner Mug, 10 oz., 3-1/2" dia. x 3-7/8"H, Diner Mug, 10 oz., 3-1/2" dia. x 3-7/8"H, round, with handle, stoneware, European White	3	DZ	3	46.90	140.70
KOAL-KB200-01	Baby Changing Station, horizontal, polypropylene Baby Changing Station, horizontal, polypropylene with Microban antimicrobial protection, unibody steel chassis supports 200 lbs, steel on steel hinges, gas spring mechanism, dual liner cavity with lock, nylon safety straps, bag hooks, FDA approved, grey	2	EA	2	260.50	521.00
LIBB-15248	Rocks Glass, 4-1/2 oz., DuraTuff, Gibraltar (H 1-8"; T 3"; B 2-1/8"; D 3") Rocks Glass, 4-1/2 oz., DuraTuff, Gibraltar (H 3-1/8"; T 3"; B 2-1/8"; D 3") (36 each per case)	1	CS	1	65.66	65.66
LIBB-5134/1124N	Measuring/Mixing Glass, 4 oz. (118 ml), capacity Measuring/Mixing Glass, 4 oz. (118 ml), capacity markings on both sides, from 1/2 oz. - 4 oz. (to the rim) (H 3-1/8"; T 2-3/8"; B 2"; D 2-3/8") (12 each per case)	1	CS	1	29.56	29.56
MOFC-LEVELER TOOL	Solid Food 304 Stainless Steel Base enable you Solid Food 304 Stainless Steel Base enable you to feel reassurance when you make espresso. Anti-slip Aluminum Alloy handle is perfect for hand use //ø Low profile makes it easier for barista to tamp with straight arm at 90 degrees to the counter. Evenly redistributes coffee grounds and provide a larger flat surface area for the barista to apply an even tamping pressure using the palm of the hand which helps with control and consistency //ø Height is adjustable by it's screw mechanism (no grub screws, shims, or allen keys required) to suit different doses or baskets //ø Base Diameter: 58mm, weight: 500g (17.6oz) //ø Anti-rust design, it/Es pretty delicate with premium material and exquisite appearance ///https://www.amazon.com/Coffee-Distributor-Levelers-tool-Distribution/////	1	EA	1	19.54	19.54
MOFC-NUMBER ONE	Length: 8.6-inch, weight: 27g Length: 8.6-inch, weight: 27g	2	EA	2	10.99	21.98
MOFC-4ACUPHOLD-BLK	Fancy' Black Acrylic Cup and Lid Holder, Black Fancy' Black Acrylic Cup and Lid Holder, Black	4	EA	4	32.72	130.88
MOFC-STUBBY	(3/16 X 1-1/2 41854)	1	EA	1	8.75	8.75

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 10

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
(3/16 X 1-1/2 41854)						
NEMC-55500-1	Easy Chopper, 1/4" interchangeable cutting weighted handle & sturdy base constructed of alumi	1	EA	1	229.77	229.77
	Easy Chopper, 1/4" interchangeable cutting grid, weighted handle & sturdy base constructed of aluminum, push block, four legs with non-slip rubber feet, 300-series stainless steel blade, NSF					
NEMC-55600-2	Easy Tomato Slicer, manual, 7-1/4"W x 15-1/4"D lades, unique self-lubricating track material that	1	EA	1	306.18	306.18
	Easy Tomato Slicer, manual, 7-1/4"W x 15-1/4"D x 8-1/4"H closed dimensions, 1/4" slice, stainless steel blades, self-lubricating track, vertical handle, protective guards, polyethylene slide board, cast aluminum & steel construction, rubber feet, NSF					
NES-H3072	CAPPUCCINO CUP 20 OZ WHITE	12	EA	12	10.31	123.72
	CAPPUCCINO CUP 20 OZ WHITE					
ROYA-ROY MH 12	Menu Holder, 12"H, ring style, stainless steel	12	EA	12	5.74	68.88
	Menu Holder, 12"H, ring style, stainless steel					
RUBB-FG193400WHT	Spoon Spatula, 13-1/2", up to 200 F, seamless construction, blade molded onto handle, d	2	EA	2	5.42	10.84
	Spoon Spatula, 13-1/2", up to 200 F, Clean-Rest, seamless construction, blade molded onto handle, dishwasher safe, white, NSF (contact Rubbermaid for broken case information)					
RUBB-FG1901000000	Scraper, 9-1/2", up to 200 F, Clean-Rest, s construction, blade molded onto handle, dishwasher	2	EA	2	2.43	4.86
	Scraper, 9-1/2", up to 200 F, Clean-Rest, seamless construction, blade molded onto handle, dishwasher safe, white, NSF (contact Rubbermaid for broken case information)					
SJCR-SG10-M	Dyneema Glove, medium, fits either hand, cut stant, contains Double Guard anti-microbial agent,	1	EA	1	24.36	24.36
	Dyneema Glove, medium, fits either hand, cut resistant, contains Double Guard anti-microbial agent, Dyneema with optical glass core, meets OSHA standard, ANSI Level 7 cut protection, white					

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Amount Subject to	Amount Exempt	Subtotal:	9,982.96
Sales Tax	from Sales Tax	Invoice Discount:	0.00
9,982.96	0.00	Total Sales Tax:	698.81

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APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 11

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	Sales Person Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

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 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
SJCR-SI6000	Saf-T-Ice Tote, 6 gallon, polycarbonate, rubber ndle, with tri-grip feature, includes Saf-T-Ice HA	1	EA	1	49.16	49.16
	Saf-T-Ice Tote, 6 gallon, polycarbonate, rubber handle, with tri-grip feature, includes Saf-T-Ice HACCP hanger for elevation to waist level, NSF					
SJCR-MK0906	Mani-Kare Bandages Kit, includes: (2) boxes	1	KT	1	55.32	55.32
	Mani-Kare Bandages Kit, includes: (2) boxes MK0901 (1) box MK0902 (1) box MK0903 (1) box MK0904 & (1) box MK0905, flexible cloth, blue					
SJCR-KP196RD	Kleen-Pail , 6 qt., ergonomic handle with bail plastic, red	4	EA	4	5.24	20.96
	Kleen-Pail , 6 qt., ergonomic handle with bail handle design, embossed lettering, graduated markings, trilingual design ("sanitizer"), dishwasher safe, plastic, meets HACCP guidelines, red, NSF					
SPIL-161-00	Service Bar Mat, 18"L x 12"W x 3/8"H,	4	EA	4	9.00	36.00
	Service Bar Mat, 18"L x 12"W x 3/8"H, flexible, rubber, brown					
TABL-M2489	Ridal Collection Basket, 16-3/4" x 11-3/4" x , rectangular, black, polypropylene, heavy solid c	1	EA	1	15.24	15.24
	Ridal Collection Basket, 16-3/4" x 11-3/4" x 3-1/2", rectangular, hand-woven, heat resistant up to 150 F/65 C, heat lamp/dishwasher safe, black, polypropylene, heavy solid cord (must be purchased in multiples of 6 each)					
TABL-5518	Cash & Carry Order Rack, 18" x 1" x 2-1/4", d with header card	4	EA	4	6.11	24.44
	Cash & Carry Order Rack, 18" x 1" x 2-1/4", glass marble slide design, aluminum (must be purchased in multiples of 2 each)					
TABL-1524B	Cutlery Bin, 21-5/8" x 12" x 3-3/4", (4) ble, black, high density polyethylene, FDA approve	1	EA	1	8.09	8.09
	Cutlery Bin, 21-5/8" x 12" x 3-3/4", (4) compartment, stackable, dishwasher safe, high density polyethylene, black, FDA approved, made in USA, NSF (must be purchased in multiples of 12 each)					
THUN-NS108W	Dinner Plate, 8" dia., round, break-resistant,	2	DZ	2	45.08	90.16
	Dinner Plate, 8" dia., round, break-resistant, dishwasher safe, BPA free, melamine, NuStone White, NSF					

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

 Total: **10,681.77**

Authorizing Signature: _____

Date: _____

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 12

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
THUN-PLTW085BR	Tortilla Warmer, 8-1/2", lift-off cover, Tortilla Warmer, 8-1/2", lift-off cover, heavy-duty polypropylene, terra cotta	2	EA	2	7.37	14.74
THUN-SLRBC001	Creamer, 3 oz. capacity, bell shaped, open loop handle, stainless steel, mirror-finish Creamer, 3 oz. capacity, bell shaped, open rimmed, loop handle, stainless steel, mirror-finish (12 each minimum order)	36	EA	36	3.28	118.08
THUN-SLBELL001	Call Bell, one-touch button, loud sound, plastic bottom, chrome plated Call Bell, one-touch button, loud sound, plastic bottom, chrome plated (12 each minimum order)	1	EA	1	2.67	2.67
THUN-OW110	Can Opener, manual, built-in bottle cap remover, Can Opener, manual, built-in bottle cap remover, rotary knife, plastic dial and handle, stainless steel (12 each minimum order)	1	EA	1	11.09	11.09
THUN-SLSBA211	Basting Spoon, 13" L, solid, flat handle, hole, stainless steel Basting Spoon, 13" L, solid, flat handle, hanging hole, stainless steel (12 each minimum order)	2	EA	2	1.42	2.84
THUN-SLMC2415	Measuring Spoon Set, 4 measure sizes per set: tsp., 1/2 tsp., 1 teaspoon & 1 tablespoon, stainle Measuring Spoon Set, 4 measure sizes per set: 1/4 tsp., 1/2 tsp., 1 teaspoon & 1 tablespoon, stainless steel (24 sets minimum order)	2	ST	2	0.92	1.84
AMME-MCL4	Measuring Cup Set, 1/4, 1/3, 1/2, and 1 cup, Measuring Cup Set, 1/4, 1/3, 1/2, and 1 cup, with solid flat handle, hold at tip of handle for hanging, stainless steel	2	ST	2	4.45	8.90
THUN-SLTWDS006	Dough Scraper, 6" x 4", wood handle, stainless Dough Scraper, 6" x 4", wood handle, stainless steel, satin finish (12 each minimum order)	2	EA	2	2.53	5.06
THUN-PLFB121806PC	Food Storage Box, 3 gallon, 12" x 18" x 6", Food Storage Box, 3 gallon, 12" x 18" x 6", withstands temperature -40 to 210 F, shatter and scratch resistant, dishwasher safe, polycarbonate, clear, NSF (6 each minimum order)	2	EA	2	21.49	42.98

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Amount Subject to	Amount Exempt	Subtotal:	9,982.96
Sales Tax	from Sales Tax	Invoice Discount:	0.00
9,982.96	0.00	Total Sales Tax:	698.81
Print Name:		Total:	10,681.77
Authorizing Signature:		Date:	

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 13

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
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 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
THUN-SLKMP012	Muffin Pan, 12 cup, 3-1/2 oz each cup, 14" x 1/4", non-stick, carbon steel	1	EA	1	12.92	12.92
	Muffin Pan, 12 cup, 3-1/2 oz each cup, 14" x 10-3/4", non-stick, carbon steel					
THUN-ALSP1013	Sheet Pan, quarter-size, 9-1/2" x 13",	15	EA	15	5.02	75.30
	Sheet Pan, quarter-size, 9-1/2" x 13", aluminum (24 each minimum order)					
THUN-ALSP1826	Sheet Pan, full-size, 18" x 26", 19-gauge,	4	EA	4	16.90	67.60
	Sheet Pan, full-size, 18" x 26", 19-gauge, aluminum (12 each minimum order)					
THUN-PLIS9304BK	Information Symbol Sign, 9" x 3", "Employee self-adhesive backing, white lettering on black b	2	EA	2	5.13	10.26
	Information Symbol Sign, 9" x 3", "Employee Only", self-adhesive backing, white lettering on black background (12 each minimum order)					
TUXT-BPF-0301	Cappuccino Cup, 3 oz., 2-5/8" dia. x 1-3/4"H,	1	DZ	1	36.23	36.23
	Cappuccino Cup, 3 oz., 2-5/8" dia. x 1-3/4"H, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, DuraTux, Porcelain White					
TUXT-CHF-060	Cup, 6 oz., 3-1/4" dia. x 2-1/4"H, stackable,	1	DZ	1	26.13	26.13
	Cup, 6 oz., 3-1/4" dia. x 2-1/4"H, stackable, embossed, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, Chicago, Porcelain White					
TUXT-BPF-0801	Cappuccino Cup, 8 oz., 3-1/2" dia. x 2-1/2"H,	1	DZ	1	68.42	68.42
	Cappuccino Cup, 8 oz., 3-1/2" dia. x 2-1/2"H, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, DuraTux, Porcelain White					
TUXT-BPF-1201	Cappuccino Cup, 12 oz., 4" dia. x 2-7/8"H,	2	DZ	2	76.93	153.86
	Cappuccino Cup, 12 oz., 4" dia. x 2-7/8"H, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, DuraTux, Porcelain White					
TUXT-BPF-1601	Cappuccino Cup, 16 oz., 4-5/8" dia. x 3-1/4"H,	3	DZ	3	88.57	265.71
	Cappuccino Cup, 16 oz., 4-5/8" dia. x 3-1/4"H, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, DuraTux, Europa, Porcelain White					
TUXT-BPE-0631	Cappuccino Saucer, 6-3/8" dia., round,	2	DZ	2	46.88	93.76

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Amount Subject to Sales Tax 9,982.96
 Amount Exempt from Sales Tax 0.00

Subtotal: 9,982.96
 Invoice Discount: 0.00
 Total Sales Tax: 698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____ Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 14

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	Sales Person Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
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<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
	Cappuccino Saucer, 6-3/8" dia., round, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, DuraTux, Porcelain White					
TUXT-BPE-0451	Cappuccino Saucer, 4-5/8" dia., round, microwave & dishwasher safe, oven proof, fully vitrified, lead-free, DuraTux, Porcelain White	1	DZ	1	32.00	32.00
UPDA-WFS-25	Update International Wet Floor Sign 24"H Yellow	2	EA	2	17.51	35.02
VOLL-4748-01	Drip Cut Syrup Server, 48 oz., white plastic top, Cafe Color Collection, brown	6	EA	6	17.98	107.88
	Drip Cut Syrup Server, 48 oz., white polyethylene jar with graduated markings, brown plastic top, 7-1/4"H (18.4cm), 5" (12.7cm) bottom diameter, 2-3/4" (6.9cm) jar opening, Made in USA (priced by each, packed (6) per case, cannot break case), made to order, cannot be cancelled or returned					
VOLL-KDC1418-3-06	Display Case, counter top, slant front, self/full-service, non-refrigerated, 18-1/2"W x 18-5/8"D x 17-1/2"H, accommodates (3) 14" x 18" trays (included), (3) lift-up front doors & split rear door, clear acrylic, rubber feet, KD	1	EA	1	227.22	227.22
VOLL-TH-1	Tong, Holder & Tether	1	EA	1	50.30	50.30
THUN-SLO007	Ladle, 8 oz. capacity, one-piece construction, oiled handle, stainless steel	2	EA	2	5.18	10.36
	Ladle, 8 oz. capacity, one-piece construction, hooked handle, stainless steel (12 each minimum order)					
VOLL-47076	Measuring Spoon, 1-tbsp, (15 ml), 6-1/2" long, round, type 304 18-8 stainless steel, one-piece construction, stamped capacities, imported	4	EA	4	5.18	20.72
VOLL-1527B-31	Traex Standard Bus Box, 1-compartment,	5	EA	5	9.18	45.90

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9,982.96	0.00	Invoice Discount:	0.00
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APPENDIX I


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Invoice Number: PSI-108356

Page: 15

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<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Traex Standard Bus Box, 1-compartment, 21-3/4"W x 15-1/2"D x 7"deep, temperature range: -30 to 183 F, high-density polyethylene, gray, NSF, Made in USA (must order in bulk quantity of 150)						
THUN-PLTHTB008C	Tumbler, 8 oz., textured exterior, scratch and act resistant, stackable, dishwasher safe, plastic	2	DZ	2	6.06	12.12
	Tumbler, 8 oz., textured exterior, scratch and impact resistant, stackable, dishwasher safe, plastic, clear					
WINC-BL-28P	Deluxe Bar Shaker, 28 oz., 3-piece, includes:	2	ST	2	6.95	13.90
	Deluxe Bar Shaker, 28 oz., 3-piece, includes: cap, strainer, & cup, 3-1/2"L x 3-1/2"W x 9-3/4"H, stainless steel (Qty Break = 12 sets)					
WINC-MXB-800Q	Economy Mixing Bowl, 8 qt., 13-1/4" dia. x 1/2"L x 13-1/2"W x 5"H (12 each per inner case, Economy Mixing Bowl, 8 qt., 13-1/4" dia. x 4-1/8"H, stainless steel (Qty Break = 12 each)	2	EA	2	4.18	8.36
WINC-MXB-300Q	Economy Mixing Bowl, 3 qt., 9-1/2" dia. x Economy Mixing Bowl, 3 qt., 9-1/2" dia. x 3-1/2"H, stainless steel (Qty Break = 12 each)	1	EA	1	2.17	2.17
WINC-COD-5	Colander, 5 qt., 12" dia., round, stainless steel (Qty Break = 12 each)	1	EA	1	6.04	6.04
WINC-ICD-20	Ice Cream Dish, 2 oz., 2-1/8" dia., size 20, Ice Cream Dish, 2 oz., 2-1/8" dia., size 20, plastic handle, 18/8 stainless steel, yellow, NSF (Qty Break = 12 each)	13	EA	13	6.71	87.23
WINC-ICD-12	Ice Cream Dish, 3-1/4 oz., 2-1/2" dia., size 12, plastic handle, 18/8 stainless steel, green, NSF (Qty Break = 12 each)	10	EA	10	6.71	67.10
WINC-ICD-40	Ice Cream Dish, 7/8 oz., 1-5/8" dia., size 40, plastic handle, 18/8 stainless steel, purple, NSF (Qty Break = 12 each)	7	EA	7	6.71	46.97

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DISCLAIMER OF WARRANTIES: The only warranties applicable to the merchandise are those that may be provided by the manufacturer, if any. Seller expressly disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: **10,681.77**
Authorizing Signature: _____

Date: _____

APPENDIX I



INVOICE

Invoice Number: PSI-108356

Page: 16

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill TO: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

Ship TO: JUST LOVE COFFEE TUPELO
BRENT JACKSON
1600 N GLOSTER ST
Tupelo, MS 38804
USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
HALC-573340	Standard Dish, size 40, 0.75 oz., one-piece, stamped on bowl knife blade, 18/8 stainless steel	7	EA	7	6.71	46.97
	Standard Dish, size 40, 0.75 oz., one-piece, size stamped on bowl knife blade, 18/8 stainless steel bowl, ribbed polypropylene handle, purple, NSF (individually boxed)					
WINC-ICD-30	Ice Cream Dish, 1-1/4 oz., 1-7/8" dia., size 30, plastic handle, 18/8 stainless steel, black, NSF (Qty Break = 12 each)	3	EA	3	6.71	20.13
HALC-5712630	Deluxe Dish, size 30, 1.08 oz., one-piece, stamped on finger rest, 18/8 stainless steel bowl, size stamped on finger rest, 18/8 stainless steel bowl, ribbed polypropylene handle, black, NSF (individually boxed)	7	EA	7	6.71	46.97
WINC-LDI-2	Ladle, 2 oz., 10-1/2" handle, one-piece, stainless steel (Qty Break = 12 each)	4	EA	4	1.27	5.08
THUN-SLTHUT210	Utility Tongs, 9-1/2"L, coiled spring action, extra-heavy duty, stainless steel (12 each minimum order)	2	EA	2	1.55	3.10
WINC-FN-12	French Whip, 12" long, stainless steel (Qty Break = 12 each)	2	EA	2	3.16	6.32
WINC-FN-16	French Whip, 16" long, stainless steel (Qty Break = 12 each)	2	EA	2	4.02	8.04
THUN-PLCB201505GR	Cutting Board, 15" x 20" x 1/2", n-skid surface, dishwasher safe, polyethylene, gre	1	EA	1	12.25	12.25
	Cutting Board, 15" x 20" x 1/2", non-absorbent, non-skid surface, dishwasher safe, polyethylene, green, NSF (6 each minimum order)					
THUN-PLCB005	Cutting Board, 15" x 20" x 1/2", economical, kid, plastic, white, NSF	1	EA	1	11.83	11.83
	Cutting Board, 15 x 20 x 1/2, economical, non-skid, plastic, white, NSF (10 each minimum order)					

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108356

Page: 17

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
THUN-PLCB201505WH	Cutting Board, 15" x 20" x 1/2", n-skid surface, dishwasher safe, polyethylene, white	2	EA	2	11.83	23.66
	Cutting Board, 15" x 20" x 1/2", non-absorbent, non-skid surface, dishwasher safe, polyethylene, white, NSF (6 each minimum order)					
WINC-KSP-2	Kitchen Knife Sharpener, 7-5/8"L x 2-1/2"W, Kitchen Knife Sharpener, 7-5/8"L x 2-1/2"W, 2"H, 2-stage, manual, coarse carbide steel blades, ceramic honing rods, soft grip ergonomic handle (Qty Break = 12 each)	1	EA	1	10.55	10.55
WINC-PMB-18	Knife Bar, 18", magnetic, plastic base (Qty ach) Knife Bar, 18", magnetic, plastic base (Qty Break = 12 each)	2	EA	2	10.27	20.54
WINC-PSR-9	Spray Bottle, 28 oz. (900 ml), plastic, Spray Bottle, 28 oz. (900 ml), plastic, green/white sprayer (Qty Break = 10 each)	4	EA	4	2.17	8.68
WINC-SGN-322	Information Sign, with symbol, 9" x 3"H, Information Sign, with symbol, 9" x 3"H, "Employees Must Wash Hands Before Returning To Work", white imprint on black (Qty Break = 12 each)	5	EA	5	1.97	9.85
CARL-34202303	Trimline Waste Container, 23 gallon, er tabs, plastic construction Trimline Waste Container, 23 gallon, rectangular, integrated corner tabs, bottom helper handles, heavy-duty, polyethylene, black	6	EA	5	32.16	160.80
WINC-RBM-35K	Floor Mat, 3' x 5' x 1/2" thick, anti-slip, Floor Mat, 3' x 5' x 1/2" thick, anti-slip, anti-fatigue, beveled edges, rubber, black (Qty Break = 6 each)	4	EA	4	30.90	123.60
FREIGHT	Freight	1	EA	1	300.00	300.00

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	9,982.96
9,982.96	0.00	Invoice Discount:	0.00
		Total Sales Tax:	698.81

Print Name: _____

Total: 10,681.77

Authorizing Signature: _____ **Date:** _____

APPENDIX I

**INVOICE**Invoice Number: **PSI-108356**

Page: 18

Invoice Date 8/1/2022	Due Date 8/1/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
1600 N GLOSTER ST
Tupelo, MS 38804
USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
-------------------	---------------------------	------------------------------	----------	---------------------	-----------------------------	---------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
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Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.

Remit to: Mobile Fixture and Equipment Co., Inc.
1155 Montlamar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury.

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax
9,982.96	0.00

Subtotal:	9,982.96
Invoice Discount:	0.00
Total Sales Tax:	698.81

Print Name: _____

Total: **10,681.77**

Authorizing Signature: _____ Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-108751

Page: 1

Invoice Date 8/5/2022	Due Date 8/5/2022	Ship Date 8/1/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Terms Bankcard	Ext Doc No.	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
ADVA-D-24-IBL	Ice Bin, drop-in, 50-lb ice capacity, 216W x 186D x 14" deep overall (bin size 18"W x 13-5/8"D x 11" deep), removable stainless steel sliding cover, insulated, 1" diameter drain, NSF (cutout size 15 -1/4" x 20-3/8") Serial Numbers: 6	1	EA	1	656.00	656.00
FREIGHT	Freight Serial Numbers: 6	1		1	18.42	18.42

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
 Remit to: Mobile Fixture and Equipment Co., Inc.
 1155 Montlamar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury.

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	674.42
674.42	0.00	Invoice Discount:	0.00
		Total Sales Tax:	47.21
Print Name:		Total:	721.63

Authorizing Signature: _____ **Date:** _____

APPENDIX I


INVOICE
Invoice Number: PSI-108824

Page: 1

Invoice Date 8/8/2022	Due Date 8/8/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
ADVA-EDS-12-72-X	Special Value Double Overshelf, table mounted, Special Value Double Overshelf, table mounted, 72-1/4"W x 12"D x 32"H (overall), adjustable mid-shelf, 18 gauge 430 stainless steel, KD (mounts only on 72" table with square ends) (mounting provision on table by others)	1	EA	1	357.33	357.33

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
 Remit to: Mobile Fixture and Equipment Co., Inc.
 1155 Montlimar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

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Amount Subject to Sales Tax Amount Exempt from Sales Tax
 357.33 0.00

Subtotal: 357.33
 Invoice Discount: 0.00
 Total Sales Tax: 25.01

Print Name: _____

Total: 382.34

Authorizing Signature: _____ **Date:** _____

APPENDIX I

**INVOICE**Invoice Number: **PSI-109454**

Page: 1

Invoice Date 8/16/2022	Due Date 8/16/2022	Ship Date 8/12/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

Terms Bankcard	Ext Doc No.	Your Reference SAUCER	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
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Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
NES-H3078	Saucer for 16oz and 20oz Cappuccino Cup	12	EA	12	8.66	103.92
	Saucer for 16oz and 20oz Cappuccino Cup					
FREIGHT	1Z1253FA0372968196	1		1	0.01	0.01

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.

Remit to: Mobile Fixture and Equipment Co., Inc.
1155 Montlilar Drive, Mobile, AL 36609

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Amount Subject to Sales Tax 103.92
Amount Exempt from Sales Tax 0.01

Subtotal: 103.93
Invoice Discount: 0.00
Total Sales Tax: 7.28

Print Name: _____

Total: 111.21

Authorizing Signature: _____ Date: _____

APPENDIX I



INVOICE

Invoice Number: PSI-109650

Page: 1

Invoice Date 8/18/2022	Due Date 8/18/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	Sales Person Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship JUST LOVE COFFEE TUPELO
 To: BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
AMME-TP10	Pizza Pan, wide rim, 10" OD, 8" ID, solid, 18 m	24	EA	12	2.93	35.16
	Pizza Pan, wide rim, 10" OD, 8" ID, solid, 18 gauge aluminum, non-returnable made to order item, Made in USA (hand wash only)					
HALC-502803	Windsor Dinner Fork, 7-3/10", 18/0 stainless, vibro finish	9	DZ	9	2.48	22.32
	Windsor Dinner Fork, 7-3/10", 18/0 stainless steel, vibro finish					
F&O-EPKB665B	Espresso Parts Barista Basics Knockbox, 6"W x	1	EA	1	50.75	50.75
	Espresso Parts Barista Basics Knockbox, 6"W x 6"L x 5" deep, open bottom, with removable NBR rubber knock bar & NBR rubber hush gasket, ABS plastic					
ALPI-ALP485-04-WHI	Glove Dispenser, 3 box capacity, 10-3/4"W x	2	EA	1	11.11	11.11
	Glove Dispenser, 3 box capacity, 10-3/4"W x 3-4/5"D x 15"H, vertical or horizontal surface mount, metal, white					
CARL-34202303	Trimline Waste Container, 23 gallon, er tabs, plastic	6	EA	1	32.16	32.16
	Trimline Waste Container, 23 gallon, rectangular, integrated corner tabs, bottom helper handles, heavy-duty, polyethylene, black					
OLYM-J74K	Post 74", stationary, grooved at 1" intervals, ludes leveling	12	EA	12		
	bolt & cap, green epoxy finish with					
	Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF					
OLYM-J74C	Post 74", stationary, grooved at 1" intervals, ludes leveling	4	EA	4		
	bolt & cap, chrome finish, NSF					
	Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, chrome finish, NSF					

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Amount Subject to	Amount Exempt	Subtotal:	151.50
Sales Tax	from Sales Tax	Invoice Discount:	0.00
151.50	0.00	Total Sales Tax:	10.61

Print Name: _____

Total: 162.11

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-109650

Page: 2

Invoice Date 8/18/2022	Due Date 8/18/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

<u>Number</u>	<u>Description</u>	<u>Order Qty</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
---------------	--------------------	------------------	-------------	-----------------	-------------------	--------------------

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
 Remit to: Mobile Fixture and Equipment Co., Inc.
 1155 Montlimer Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

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Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	151.50
151.50	0.00	Invoice Discount:	0.00
		Total Sales Tax:	10.61

Print Name: _____

Total: 162.11

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-109949

Page: 1

Invoice Date 8/24/2022	Due Date 8/24/2022	Ship Date 8/22/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Terms Bankcard	Ext Doc No. BEV DISPENSER	Your Reference	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	--	-----------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
CHOI-BEV08CLR	Beverage Dispenser with Ice Cylinder and Fruit Infuser, Clear.	1	EA	1	24.67	24.67
FREIGHT	1Z1253FA0372900329	1		1	14.91	14.91

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
 Remit to: Mobile Fixture and Equipment Co., Inc.
 1155 Montlamar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury.

DISCLAIMER OF WARRANTIES: The only warranties applicable to the merchandise are those that may be provided by the manufacturer, if any. Seller expressly disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	39.58
39.58	0.00	Invoice Discount:	0.00
		Total Sales Tax:	2.77

Print Name: _____

Total: 42.35

Authorizing Signature: _____

Date: _____

APPENDIX I


INVOICE
Invoice Number: PSI-110342

Page: 1

Invoice Date 8/29/2022	Due Date 8/29/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 JACKSON TEAM ENTERPRISE, LLC
 1600 N GLOSTER ST
 Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
 BRENT JACKSON
 1600 N GLOSTER ST
 Tupelo, MS 38804
 USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
--------------------------	----------------------------------	-------------------------------------	-----------------	----------------------------	------------------------------------	----------------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
ALPI-ALP485-04-WHI	Glove Dispenser, 3 box capacity, 10-3/4"W x Glove Dispenser, 3 box capacity, 10-3/4"W x 3-4/5"D x 15"H, vertical or horizontal surface mount, metal, white	2	EA	1	11.11	11.11
FREIGHT	1Z1253FA0370890077	1	EA	1		

Seller reserves the right to charge a 3% surcharge
 on invoices, deposits or payments paid with
 credit card.
 Remit to: Mobile Fixture and Equipment Co., Inc.
 1155 Montlimar Drive, Mobile, AL 36609

Mobile Fixture will never contact you
 by email to change a remit to address

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury.

DISCLAIMER OF WARRANTIES: The only warranties applicable to the merchandise are those that may be provided by the manufacturer, if any. Seller expressly disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	11.11
11.11	0.00	Invoice Discount:	0.00
		Total Sales Tax:	0.78

Print Name: _____

Total: 11.89

Authorizing Signature: _____ **Date:** _____

APPENDIX I

**INVOICE**Invoice Number: **PSI-112293**

Page: 1

Invoice Date 9/30/2022	Due Date 9/30/2022	Ship Date 7/27/2022
Customer ID C13446	Contact BRENT JACKSON	SalesPerson Kalynn Middlebrooks
Cust. Phone 662-322-6886	Cust. Fax	
BRENT.JACKSON@JUSTLOVECOFFEE.COM		

Bill To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
JACKSON TEAM ENTERPRISE, LLC
1600 N GLOSTER ST
Tupelo, MS 38804 USA

Ship To: JUST LOVE COFFEE TUPELO
BRENT JACKSON
1600 N GLOSTER ST
Tupelo, MS 38804
USA

Terms Bankcard	Ext Doc No. TUPELO SMW	Your Reference Smallwares	Ship Via	Loc Code 05-NASH	Loc Phone (615) 287-7005	Loc Fax (615) 747-1386
-------------------	---------------------------	------------------------------	----------	---------------------	-----------------------------	---------------------------

Number	Description	Order Qty	Unit	Quantity	Unit Price	Total Price
BUNN-52200.0000	52200.0000 ITCB-DV Tea/Coffee Brewer with Tray,	1	EA	1	1073.00	1,073.00
	52200.0000 ITCB-DV Tea/Coffee Brewer with Tray, display label overlay kit, dual voltage adaptable, Infusion Series technology: (3) brew buttons & (2) batch sizes, BrewWISE intelligence with pre-infusion & pulse brew, energy-saver mode, brew counter, includes integrated (3) position flip tray, overlay kit for customization, 29" trunk, operates at 120v (15amp), or 120/208v-240v (20amp), NSF, UL					

Seller reserves the right to charge a 3% surcharge on invoices, deposits or payments paid with credit card.
Remit to: Mobile Fixture and Equipment Co., Inc.
1155 Montlamar Drive, Mobile, AL 36609

Mobile Fixture will never contact you by email to change a remit to address

Equipment

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury.

DISCLAIMER OF WARRANTIES: The only warranties applicable to the merchandise are those that may be provided by the manufacturer, if any. Seller expressly disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Amount Subject to Sales Tax 1,073.00	Amount Exempt from Sales Tax 0.00	Subtotal:	1,073.00
		Invoice Discount:	0.00
		Total Sales Tax:	75.11
Print Name: _____		Total:	1,148.11
Authorizing Signature: _____		Date: _____	

APPENDIX I

11:18 ↗

92



◀ Mail



Sign in



Econo Signs, Inc.

[View invoice and more info ^](#)

Invoice	8820
Due date	September 13, 2022
Invoice amount	\$3,493.20

[View invoice](#)

[Contact info](#)

11:16

93



Mail



Sign in



Econo Signs, Inc.

[View invoice and more info ^](#)

Invoice	8818
Due date	September 13, 2022
Invoice amount	\$579.15

[View invoice](#)

[Contact info](#)

Paid

BALANCE DUE

\$0.00

We sent you and your merchant a
confirmation email



AA

connect.intuit.com



Signs

11:18

94



Mail



Sign in



Econo Signs, Inc.

[View invoice and more info ^](#)

Invoice	8820
Due date	September 13, 2022
Invoice amount	\$3,493.20

[View invoice](#)

[Contact info](#)

Paid

BALANCE DUE

\$0.00

We sent you and your merchant a
confirmation email



Signs

AA

connect.intuit.com



11:18

95



Mail



Sign in



Econo Signs, Inc.

[View invoice and more info ^](#)

Invoice	8874
Due date	October 10, 2022
Invoice amount	\$7,326.09

[View invoice](#)

[Contact info](#)

Paid

BALANCE DUE

\$0.00

We sent you and your merchant a
confirmation email



AA

connect.intuit.com



Signs



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE May 2, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT
APPLICATION FOR THE CARROLL PARK BUILDING TN

Request:

Packet will be provided prior to meeting.

Review the attached tax abatement application submitted by Dr. Bill Simpson for property located at 152 N. Spring Street.

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

APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION

UNDER MISS. CODE ANN. § 17-21-5

97

(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

Item #18 update

**City of Tupelo | Department of Development Services****Mail:** PO Box 1485, Tupelo, MS 38802-1485**Phone:** (662) 432-1625 **Fax:** (662) 841-6550**Email:** tanner.newman@tupeloms.gov**Property Owner Name:** William Simpson**Owner Mailing Address:** 532 Hendtown Rd., Tupelo, Ms. 38804**Property Address:** 312 N. Spring St., Tupelo **Parcel Number:** OP9K-31-237-00**Name of Business:** Carroll Park, LLC. **Type of Business:** Residential / 2 Apartments**Total Project Cost:** \$1,060,000.00 **Number of Employees:** 2**The following requirements must be met to qualify for the tax exemption program:**

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

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

 Redevelopment District

✓ Business Improvement District

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

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

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

 Substantial renovation of, adaptive reuse, or historic preservation of existing
structure (**attach statement from architect**)

✓ New building construction

 Improvement of design quality above city code requirements (**attach certification
by Development Services staff**)

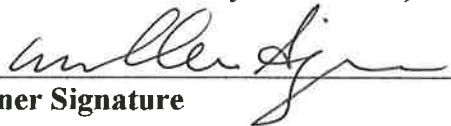
 Access management improvement (vehicular or pedestrian connection to adjoining
properties) (**attach certification by Development Services staff**)

 Energy efficiency improvements (**document according to LEED system**)

- 5) Document value of new construction or improvements to the property (attach ⁹⁸contractor invoices or accountant's compilation of capital costs, and before and after photographs of property) A brief summary of the project and attachments may also be submitted.
- 6) Describe how the new construction, renovation or improvement is for the promotion of business, commerce or industry, or for the promotion of historic preservation:

The new construction converts an empty lot in downtown area into two 1600 sq. ft. high-end apartments. The original concrete steps, balustrade, and fence were retained for historical preservation.

(Additional sheets may be attached.)

Owner Signature 

Date 4/26/2023

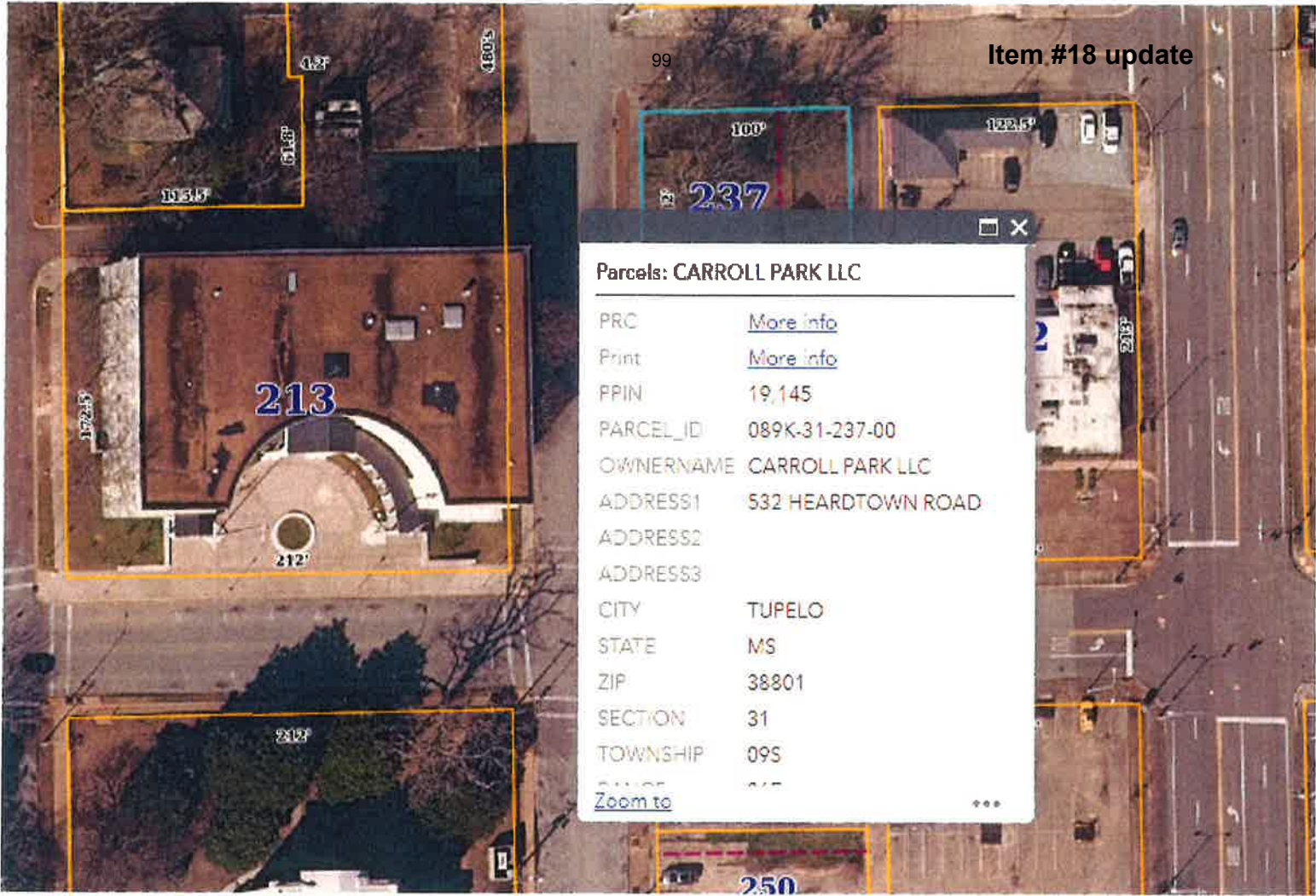
If owner is not an individual, identify representative capacity of individual signing. (e.g., president, partner, etc.)

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

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

Date application received by Development Services Department: 4-28-23

Received by: Tanner Newman, Director of DSS



100
After

Item #18 update



City of Tupelo

PO Box 1485, Tupelo, MS 38802

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

E-Mail: permits@tupeloms.gov**CERTIFICATE OF OCCUPANCY**
CERTIFICATE OF OCC - RESIDENT**Occupant:****Address:** 312 N SPRING ST**Applicant Number:****Parcel:** 089K3123700

1814720

Owner: Name: SIMPSON WILLIAM DAVID
Address: 532 HEARDTOWN RD
TUPELO, MS 38801
Phone: 662-322-6259**Approved Occupancy:****Issued:** 02/01/2023 **By:** TR**Expires:****Signature:***Jonya Richardson*

Statement

7-22-21

TO

Bill Simpson

IN ACCOUNT WITH

TONY MILES HOME BUILDERS
2726 COLUMBINE PL
TUPELO, MS 38801-6958

		<i>Building permit</i>			<i>2</i>	<i>351</i>	<i>70</i>	-
		<i>Tree removal</i>			<i>5</i>	<i>500</i>	<i>00</i>	-
		<i>Ram Jack (steps)</i>			<i>8</i>	<i>000</i>	<i>00</i>	-
		<i>Labor</i>				<i>300</i>	<i>00</i>	-
					<i>16</i>	<i>151</i>	<i>70</i>	
		<i>Contractor fee</i>			<i>2</i>	<i>422</i>	<i>75</i>	
					<i>\$ 18</i>	<i>574</i>	<i>45</i>	
CURRENT		OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT				

adams® DC5812

01-11

837305

Statement		DATE 10-12-21		TERMS	
TO		Bill Simpson			
IN ACCOUNT WITH		TONY MILES HOME BUILDERS 2726 COLUMBINE PL TUPELO, MS 38801-6958			
		Tupelo Water & Light	8	815	54 -
		Carpenter labor		946	00 -
		Tupelo Lumber		437	32 -
		James Hedges Const	13	313	47 -
		Tupelo Farm & Ranch		69	00 -
		Gene Waters (relax)	5	333	88 -
		H & O Construction (concrete)	40	000	00 -
		Outdoor Pottys		80	43 -
		MTH Plumbing		32	88 -
			69	028	52 -
		Contractor fee	10	354	27 -
			\$79	382	79 -
CURRENT		OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	

Statement

DATE

11-9-2021

TO

Bill Simpson

Spring Street Apartments

IN ACCOUNT WITH

TONY MILES HOME BUILDERS

2726 COLUMBINE PL

TUPELO, MS 38801-6958

	Stewart Environmental	#	35	040	18	-
	Construction					
	Tupelo water Light				1843	-
	Tupelo lumber				52615	-
		\$	35	585	36	
	Contractor Fee				533780	
		\$	40	923	16	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT			

DC5812

01-11

18-7-20

TO

Bill Simpson

Spring Street Apartments

IN ACCOUNT WITH

TONY MILES HOME BUILDERS
2726 COLUMBINE PL
TUPELO, MS 38801-6958

	Tupelo Water = Light	#		15003	-
	Tupelo Lumber		50	93489	-
	Outdoor Pottys 66C			18099	-
		#	51	26591	
	Contractor Fee		7	68989	
		#	58	95580	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT		

01-11

Statement

Jan 7, 2022

TO

Bill Simpson

Spring Street Apartments

IN ACCOUNT WITH

TONY MILES HOME BUILDERS

2726 COLUMBINE PL

TUPELO, MS 38801-6958

		Plan House	\$		13320	-
		Tupelo Water & Light			9145	-
		H&O Construction		22	00000	-
		Tupelo Lumber		18	95879	-
			\$	41	18344	
		Contractor Fee		6	17751	
			\$	47	36095	
CURRENT		OVER 30 DAYS	OVER 60 DAYS		TOTAL AMOUNT	

DC5012

01-11

Stationed

10

DATE

6-1-2013

TERMS

Bill Simpson

Pulling Street Apartments

PL ACCOUNT WITH

TONY MILES HOME BUILDERS

2726 COLUMBINE PL

TUPELO, MS 38801-6958

Frank Anderson	11	3	439.00		
Tupelo lumber		13	675.73		
Lab Hood		5	350.00		
Paul Hood		3	750.00		
Paul Hood		3	710.00		
Hydro Flow Plumbing		3	35.00		
Tupelo water light			44.02		
Boydce Bottles, LLC			28.44		
Thompson Rental		2	913.47		
Paul Hood	11	3	380.00		
	11	33	452.18		
Tony Miles Fee		5	017.00		
	4	38	470.00		
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT		

Item #18 update

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Statement

DATE Aug. 6, 2022 TERMS

TO Bill Simpson
Spring Street Apartments

IN ACCOUNT WITH

TONY MILES HOME BUILDERS
 2726 COLUMBINE PL
 TUPELO, MS 38801-6958

Andrew Schrock	#	784.00
Paul Hood	2	320.00
Mike Alred		300.00
Derek Peters		300.00
Paul Hood	2	550.00
Mike Alred		200.00
Hydro Flow Plumbing	8	500.00
Paul Hood	2	060.00
Paul Hood	2	740.00
Mike Alred		400.00
Tuplewater - Light		4336
Tuplewater - Light		5186
Outdoor Pottery LLC		100.55
Grubbs Pottery Co. Inc	36	136.25

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

Statement

DATE Aug. 6, 2023 TERMS

TO Bill Simpson
Spring Street Apartments (p. 3)

IN ACCOUNT WITH

TONY MILES HOME BUILDERS
 2726 COLUMBINE PL
 TUPELO, MS 38801-6958

Lowe's	#	1630.78
Paul Hood	2	870.00
Mike Alred		360.00
Hydro Flow Plumbing	8	300.00
Tuple Lumber	24	644.14
Discover		532.59
Tony Miles Fee	#	940.2153
		1410.528
	#	108124.75

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

Item #18 update



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Public Works
DATE April 20, 2023
SUBJECT: IN THE MATTER OF LEAVE DONATION REQUEST CW

Request:

The Public Works Department is requesting approval to donate leave to an employee that has a qualifying health condition under Policy # 315 of the City of Tupelo Handbook. The employee has exhausted all of his earned accrued leave.

Elmer Gilland had a major back surgery and has been off work since March 27, 2023. He will have a follow-up appointment with his doctor on May 3, 2023 to determine when he will be able to return to work.

We are requesting approval for employees to have the ability to donate a portion of their accrued leave in accordance to the Donation of Leave Policy to help this employee.

Your consideration is greatly appreciated.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Public Works
DATE April 20, 2023
SUBJECT: IN THE MATTER OF BID APPROVAL LOCAL STREET MAINTENANCE
MILL AND OVERLAY PROGRAM – 2023 ANNUAL BID 2023-009PW - **CW**

Request:

Request for Bid Approval for the Local Street Maintenance Mill and Overlay Program – 2023
Annual Bid – 2023-009PW

5 bidders responded.

We propose the project be awarded to the lowest bidder –

Falcon Contracting Co., Inc. - \$3,352,102.00

We propose the following be awarded as the Alternate Bidder –

Gregory Companies, LLC DBA Murphree Paving - \$3,925,137.00



April 20, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
BID NO. 2023-009PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Friday, April 14, 2023 at 10:00 AM local time. This bid is for the mill and overlay program for local streets for the 2023 annual term and quantities were estimated based on the projected roadway milling and overlay improvements that were established by Public Works using the Street Saver database. Quantities are expected to vary for term bid contracts based on the final improvements that are completed under this contract and, thus, the final contract amount may vary from the bid price based on utilization of the contract.

As represented on the attached tabulation of bids, five (5) bids were received for this project from Falcon Construction, Murphree Paving, Hodges Construction, Cook & Son and APAC-Mississippi. The bids ranged from \$3,352,102.00 - \$5,235,304.00. The low bid was from Falcon Construction for the total amount of \$3,352,102.00. For the primary pay items, the unit prices submitted by Falcon Construction were \$2.25/SY for milling and \$129.00/ton for asphalt surface course. The second low bid was from Gregory Companies, LLC (DBA Murphree Paving) for the total amount of \$3,925,137.00, which included unit prices of \$2.95/SY for milling and \$148.00/ton for asphalt surface course. The bids were both reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City award and authorize the Mayor to execute a primary contract with Falcon Construction for a total of \$3,352,102.00 and an alternate contract with Gregory Companies (DBA Murphree Paving) in the amount of \$3,925,137.00. It may not be necessary to utilize the alternate contract for this term bid project but having multiple contractors available for this critical program has been utilized in recent years. Falcon Construction and Murphree Paving provided very similar unit prices and, thus, having multiple contracts for this project provides the City with the greatest opportunity to meet the City's street maintenance requirements. A tabulation of the bids received for this project is attached for your review. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

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

Attachment

@dabbscorp	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804

BID TABULATION CITY OF TUPELO, MISSISSIPPI LOCAL STREET & MAINTENANCE MILL & OVERLAY PROGRAM 2023 ANNUAL TERM BID - BID No. 2023-009PW BID DATE: 04/14/2023													
BASE BID			FALCON CONSTRUCTION		MURPHREE PAVING		HODGES CONSTRUCTION		COOK & SON		APAC-MISSISSIPPI		
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	197,000	\$2.25	\$ 443,250.00	\$2.95	\$ 581,150.00	\$3.50	\$ 689,500.00	\$3.50	\$ 689,500.00	\$5.30	\$ 1,044,100.00
2	Base Repair Cold Milling (Short Run Work)	SY	2,500	\$2.50	\$ 6,250.00	\$4.25	\$ 10,625.00	\$5.00	\$ 12,500.00	\$8.00	\$ 20,000.00	\$45.00	\$ 112,500.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	22,000	\$129.00	\$2,838,000.00	\$148.00	\$3,256,000.00	\$152.66	\$3,358,520.00	\$162.00	\$3,564,000.00	\$180.00	\$3,960,000.00
4	Asphalt Base Course, 19 mm Mix (Short Run Paving)	TON	500	\$129.00	\$ 64,500.00	\$154.50	\$ 77,250.00	\$160.00	\$ 80,000.00	\$185.00	\$ 92,500.00	\$235.00	\$ 117,500.00
5	Granular Shoulder Material, In Place	CY	1	\$100.00	\$ 100.00	\$110.00	\$ 110.00	\$60.00	\$ 60.00	\$100.00	\$ 100.00	\$1,200.00	\$ 1,200.00
6	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1	\$1.00	\$ 1.00	\$1.00	\$ 1.00	\$0.60	\$ 0.60	\$0.60	\$ 0.60	\$2.00	\$ 2.00
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$1.00	\$ 1.00	\$1.00	\$ 1.00	\$0.60	\$ 0.60	\$0.60	\$ 0.60	\$2.00	\$ 2.00
GRAND TOTAL				\$ 3,352,102.00		\$ 3,925,137.00		\$ 4,140,581.20		\$ 4,366,101.20		\$ 5,235,304.00	

Prepared By:  Dabbs Corporation

Minute Entry Sign Up Sheet

Date: 4/14/2023

Time: 10:00AM

Bid # 2023-009PW

Department: PUBLIC WORKS

2023-009PW MAINTENANCE MILL & OVERLAY PROGRAM ANNUAL BID 2023

Project:

Attendance

Company

Chuck Williams

Public Works

Chad Bawkin

Hodges Const.

John Bakes

Hodges Const.

Kendall Donahue

Cook and Son

Steph Ruel

COT

Ben Logan

COT

Luke Kelly

GREGORY COMPANIES LLC

Juan Rush

Public Works

Dan Deh

DARRIS Const

Will Swedenberg

Falcon

DENNIS BONDS

GT OF TREN

Blake Hill

Falcon Contracting

Jennifer Shempert

COT

**Gregory Companies, LLC DBA Murphree Paving
1138 D.L. Collums Drive
Tupelo, MS 38801
662.844.2331
Certificate of Responsibility # 22120-MC**

APPENDIX L

**City of Tupelo
Attn: Ms. Jennifer Shempert
Purchasing Office, City Hall, 1st Floor
71 E. Troy Street
Tupelo, MS 38804**

**Bid for Construction of:
BID NO. 2023-009PW
LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID
April 14th, 2023 @ 10:00 AM
Tupelo, MS**

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID NO. 2023-009PW

LOCAL STREET MAINTENANCE

MILL & OVERLAY PROGRAM – 2023 ANNUAL BID

City of Tupelo, Mississippi

Prepared For:



FEBRURAY 2023

Prepared By:



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

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CITY OF TUPELO, MISSISSIPPI**

***LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM – 2023 ANNUAL BID
2023-009PW***

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SECTION A
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Friday, April 14, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the **"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"**, **Bid No. 2023-009PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.

Bids are related to the construction of roadway related projects to include cold milling, asphalt pavement overlay, traffic striping and related improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of roadway and related improvements to consist of the milling of existing asphalt roadways and the overlay of existing local streets as defined by the Owner as specified in the Contract Documents. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **270** consecutive calendar days. A Pre-Bid Conference will be held at 1:00 PM local time on **Wednesday, April 5, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. It shall be **MANDATORY** for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This representative shall be an Owner/Principal of the company and/or shall be the Project Manager or Project Superintendent that will be assigned to this project for each prospective bidder. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid and, thus, such bids shall not be accepted by the Owner.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at www.tupelomsbids.com. Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193.

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to Plan House at 662-407-0193.

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

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

CITY OF TUPELO, MISSISSIPPI

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

SECTION B
INFORMATION TO BIDDERS

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:**

- A. A Pre-Bid meeting will be conducted at 1:00 pm local time on **Wednesday, April 5, 2023** in the conference room at Tupelo Public Works Department located at 604 Crossover Rd., Tupelo, MS 38801. It shall be MANDATORY for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This representative shall be an Owner of the company and/or shall be the Project Manager or Project Superintendent that will be assigned to this project for each prospective bidder. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid and, thus, such bids shall not be accepted by the Owner.
- B. Bids will be received by the City of Tupelo no later than 10:00 am local time on **Friday, April 14, 2023** via the methods specified in SECTION A – Advertisement, which is bound herewith and per the requirements set forth herein.

2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids **(in duplicate)** in an opaque sealed envelope marked in the lower left hand corner as follows:
 - 1. Bid for construction of: **BID NO. 2023-009PW – “LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID”**
 - 2. Certificate of Responsibility No. 22120-MC
 - 3. Submitted To: City of Tupelo
Attn: Ms. Jennifer Shempert
Purchasing Office, City Hall, 1st Floor
71 E. Troy St.
Tupelo, MS 38804
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
- A. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.

4. **Addenda and Interpretations:**

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. **Certificate of Responsibility Number:**

- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
- C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

6. **Notice to Nonresident Bidders:**

- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDERS's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to

the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER's bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.

- B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
 8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
 9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
 10. **Law and Regulations:** The BIDDERS'S attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
 11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

12. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
13. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
14. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
16. **Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Owner's Representative:** The Engineer shall serve as the Owner's primary representative during the Project and shall coordinate with and manage the Contractor following the Notice of Award until final inspection and closeout of the Project is completed. The Contractor shall issue all necessary submittals, questions, etc. to the Engineer and the Engineer shall be responsible for issuing directives, approvals, etc. to the Contractor during the construction phase of the project. The Tupelo Public Works Department shall also have other representatives that participate in the management, inspection, etc. of the Project, but the Engineer will be the primary contact for the Contractor for the duration of the Project.
23. **Pre-Construction Conference:** The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc.
24. **Performance Requirements:** Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or as specified in the Notice to Proceed. Unless a time interval for the Contractor to pull of the Project is approved by the Owner, the Contractor shall provide at least once crew (milling and/or paving) to be actively working on the Project (including streets on the Primary and/or Secondary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and milling/paving crews will be independent of one another. A separate crew working on another contract shall not constitute the fulfilment of the performance requirements as defined herein. The Contractor shall provide traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from beginning of each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the Contractor shall be allowed to move off the project temporarily after the completion of an individual street (not allowed while milling and/or overlay work for an individual street is incomplete). No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following

limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities; permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities.

25. **Liquidated Damages Based on Performance:** The City of Tupelo Public Works Department shall issue a Primary Street List to the Contractor for specific milling and overlay improvements to be completed in compliance with the General Conditions of Work. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and shall be in accordance with the Performance Requirements defined in Paragraph 25 herein. The bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract Time as defined in the executed Contract.

In addition, should the Contractor not meet the Performance Requirements set forth in Paragraph 25 above, the bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300 per each day that work is not completed on the Project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, the Contractor agrees that the City will apply Liquidated Damages in the amount of \$300.00 per day for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary and/or Secondary Street List.

26. **Primary Street List:** The City of Tupelo Public Works Department has published a Primary Street List to define the roadways that are to be milled and overlaid as part of this Project. The Primary Street List is included in the Contract Documents as part of Section C – Scope of Work. The Public Works Department, upon issuance of the Notice to Proceed to the Contractor, may prioritize the order of work in which streets should be completed by the Contractor.
27. **Secondary Street List:** Based on need and project funding, the City of Tupelo Public Works Department May issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. The City reserves the right to add projects to the Secondary Project List at any time following the calendar year so long as there is adequate time for the work to be completed by December 1, 2022.

28. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.

29. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" with an effective date no later than June 1, 2022. The Contractor may request that the Notice To Proceed be issued by the Owner prior to this date and, if agreed to by the Public Works Director, the Notice To Proceed may be issued with an effective date as requested by the Contractor. The only potential variable in approving a Notice To Proceed date outside of the timeframe defined herein shall be the consideration of potential impacts of weather to the proposed types of work that are associated with this Project. If warranted, the Engineer may delay the Notice To Proceed date beyond June 1, 2022 in order to derive more favorable conditions for the proposed roadway work.

30. **Payment / Pay Requests:** Pay periods for this project will be monthly based on calendar months. The Contractor shall utilize the formats provided for submitting pay estimates / applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. But no pay estimate / application will be considered for payment unless the included pay estimate sheets are completed and provided as part of the pay request package. The specifications allow for adjustments to asphalt prices based on the included formulas that may be adjusted up or down based on changes in the Liquid Asphalt Cement Index price over the course of the project. As such, the Contractor shall submit any adjustments, including either increases or decreases, on a monthly basis with each pay application. It is the contractor's responsibility to list the base asphalt index price at the time of the bid and the index price for the pay period for reference on each pay application and to compute any prices changes based on the fuel adjustment formula. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner if the charges on not included on the Contractor's pay application for the work completed for the each pay period. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner after the final pay estimate has been submitted by the Contractor for the work completed for this project. No pay applications shall be submitted to the Owner by the Contractor following August 31, 2023 unless work is directed by the Owner and completed by Contractor following this date. If directed by the Owner, the Contractor shall complete the work and submit a separate pay application for any work completed in monthly pay periods. Any changes in prices due to fuel adjustments, whether increase or decrease, shall also be included on each subsequent pay application submitted by the Contractor for additional work.

SECTION C
GENERAL CONDITIONS OF WORK

SECTION C – GENERAL CONDITIONS OF WORK

CITY OF TUPELO PUBLIC WORKS DEPARTMENT

DATE: February 1, 2023

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

PROJECT: LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM - 2023 ANNUAL BID

The Contract Documents do not include a set of construction plans/project drawings for the proposed improvements that shall be provided by the Contractor for this Project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be disregarded. The Scope of Work shall not supersede the Technical Specifications but shall provide a summary of the existing and proposed conditions that are included as part of the proposed project.

Generally, this contract is to provide construction work to complete roadway milling and asphalt overlay improvements on existing local streets within the City of Tupelo as directed by the Tupelo Public Works Department. This work shall include cold milling, asphalt paving, temporary striping and shoulder work as necessary to provide a finished project in compliance with the technical specifications and the directives provided by the Owner for each individual work order.

All proposed improvements shall be located within the existing rights-of-way (ROW) for local streets in the City of Tupelo. Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the roadway improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this Contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

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

PROJECT PAY ITEMS:

1. **COLD MILLING:** The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to the completed the work as defined on the attached Primary Street List. Milling shall be completed in coordination with the asphalt overlay improvements included as part of this Contract.

The Average depth for milling shall be two (2) inches but may vary based on the requirements for each street, or portion thereof, as defined in the field by the Owner and/or Engineer. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. The first 250 +/- tons of mill material shall be provided to the City of Tupelo for future utilization. This material shall be hauled by the Contractor and stockpiled to the existing City materials yard on Commerce Street or as directed by the Owner. All other excess materials shall be removed and disposed of by the Contractor. No separate pay will be provided for hauling, stockpiling or disposing of milled material. If required, saw cutting shall be an absorbed item.

2. **BASE REPAIR COLD MILLING (Short Run Work):** The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and/or as required to mill existing dig out patch areas filled with granular material as necessary to complete base repairs and install Asphalt Base Course, 19mm mix prior to the final surface course overlay. This pay item shall only be used in association with Short Run paving & patch work as defined in this Section for point repairs / patch work. Normal milling along curbs, gutters, transition areas, and full width street milling shall all be measured and paid under the Cold Milling item on the Bid Form (Item No. 1) as required to complete the work as defined on the attached Primary Project List. Base Repair Cold Milling shall be completed in coordination with asphalt base course installation in areas defined by the Owner prior to the final overlay of each street. The Average depth for milling shall be three (3) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner.
3. **ASPHALT SURFACE COURSE, 9.5 MM MIX:** The Contractor shall provide the materials, labor and equipment to pave existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT specifications. The surface course material provided by the Contractor and placed in the field may be 9.5 mm mix, SC-1 mix design or a similar equivalent mix design approved in writing by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5" and the maximum thickness shall be 2.5". The proposed thickness for all asphalt overlays for this Project shall be 2.0 inches minimum, unless otherwise directed by the Engineer for particular streets or portions thereof. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.
4. **ASPHALT BASE COURSE, 19 MM MIX (SHORT RUN PATCH REPAIRS):** The Contractor shall provide the materials, labor and equipment to provide point repairs / base repairs (short run repairs) on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this pay item shall be a base course mix provided and installed by the Contractor in accordance with the MDOT specifications. The base course material provided by the Contractor and placed in the field may be 19 mm mix, BB-

1 mix design or a similar equivalent mix design approved by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the Owner prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, dig-outs, utility cuts, single lane problems areas, etc. as associated with short-run work in order to complete base repairs on existing roadways prior to the overlay with the final surface course.

5. **GRANULAR MATERIAL FOR SHOULDER WORK:** If required to meet the specification requirements along roadways with existing granular material shoulders, the Contractor shall install a clay/gravel mix, or soil/gravel mix with similar gradation and material type along existing roadway shoulders at the new edge of pavement following the asphalt overlay. The material, gradation, etc. shall be approved by the Owner prior to delivery to the site and placement in the field. Such work shall only be completed as necessary to promote safety for finished improved streets and shall not be required along most of the proposed roadways included on the Primary Street List. The Contractor shall be paid per cubic yard of material provided and placed in the field per the respective specifications. No other payment shall be made for providing and placing granular shoulder material.
6. **4" TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE/YELLOW:** If directed by the Public Works Department (Jason Rush, Street Dept.), the Contractor shall install temporary striping on local roadways following the completion of the asphalt overlay. All streets included on the primary and/or secondary street list will not require temporary striping. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any such striping. The striping shall be installed under this pay item for all CONTINUOUS temporary striping, which will include both Continuous White and Continuous Yellow. Locations for each shall be as defined by the Owner in the field. The contractor shall be paid per LF of continuous temporary stripe installed, regardless of the color utilized.
7. **4" TEMPORARY TRAFFIC STRIPE, SKIP WHITE/YELLOW:** If directed by the Public Works Department (Jason Rush, Street Dept.), the Contractor shall install temporary striping on local roadways following the completion of the asphalt overlay. All streets included on the primary and/or secondary street lists will not require temporary striping. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any such striping. The striping shall be installed under this pay item for all SKIP pattern temporary striping, which will include both Skip White and Skip Yellow. Locations for each shall be as defined by the Owner in the field. The contractor shall be paid per LF of continuous temporary stripe installed, regardless of the color utilized.

The Contractor shall be required to provide these items for various types of applications to assist the Tupelo Public Works Department in the overall roadway maintenance program efforts. The work shall generally include the following:

FINAL ROADWAY MILL & OVERLAY WORK: This shall constitute the majority of the work to be performed under this Contract. Cold milling and asphalt surface course (9.5 mm mix) work shall be completed on all of the existing streets identified on the Primary Project List included at the end of this section. Cold Milling for this work shall be measured and paid for with Item No. 1 on the Bid Form and overlay work shall include asphalt surface course per Item No. 3 on the Bid Form.

BASE REPAIR MILL & PATCH WORK (SHORT RUN WORK): The Contractor shall provide work on short run areas for small sections of existing streets. This work shall include milling and overlay work related to single lanes, dig out areas, patch work, pipe-culvert/utility pipe crossings, etc. The contractor will mill out existing asphalt or granular material from the defined base repair areas and shall replace the milled out material with asphalt base course. This work shall be identified and directed by the Tupelo Public Works Department in the field and shall only be performed by the Contractor upon the direction and approval of the Engineer and/or Street Maintenance Director. Areas shall be clearly marked and defined in the field by the Engineer prior to the commencement of milling and/or overlay activities by the Contractor. Cold Milling for short run patch work shall be measured and paid for with Item No. 2 on the Bid Form and base repair work shall include asphalt base course per Item No. 4 on the Bid Form.

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

The Contractor shall install Temporary Striping as directed by the Owner. Many of the local streets on the street lists shall not require temporary striping following asphalt overlay improvements. Temporary striping shall only be installed on streets with 3 traffic lanes or more or as directed by the Public Works Department and/or Engineer. If required, temporary striping shall be installed by the Contractor within 2 days of the completion of asphalt overlay work for each individual street.

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

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner

prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for providing such approved permits.

The Public Works Department will provide a final Primary Street List to the Contractor that will define the roadways that are to be milled and overlaid during the Primary Period of Work. The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Street List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc. Following the Pre-Construction Conference, the Contractor will be afforded the opportunity to coordinate with the Public Works Department representative to inspect each street prior to the issuance of the Notice to Proceed. The City of Tupelo will issue the Notice to Proceed with an effective date prior to but no later than June 1, 2023, unless otherwise requested by the Contractor and approved by the Owner.

Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or as specified in the Notice to Proceed. Unless a time interval for the Contractor to pull off of the Project is approved by the Owner, the Contractor shall provide a minimum of one crew (milling and/or paving) to be actively working on the Project (including streets on the Primary and/or Secondary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and respective requirements for milling/paving crews shall be independent of one another. A separate crew working on another contract shall not constitute the fulfillment of the performance requirements as defined herein.

The Contractor shall provide traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from beginning of each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the Contractor shall be allowed to move off the project temporarily after the completion of an individual street. The suspension of work/construction activities shall not be allowed while milling and/or overlay work for an individual street has been started and remains incomplete. No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 2 days of the completion of overlay activities.

Should the Contractor complete the milling and overlay work for the streets defined on the Primary Street List and still has time remaining in the contract, the Owner may supplement the Project List

with additional streets to be improved as part of this Project. Priority of any supplemental street improvements shall be as defined by the Owner.

The Primary Street List included at the end of this Section indicates the specific milling and overlay improvements to be completed as part of this project. The Contractor shall be given reasonable time to coordinate and begin the work in accordance with the Notice to Proceed. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and be in accordance with the Performance Requirements defined in the Contract Documents. The bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day for failure to meet the required Performance Requirements and/or should the roadways defined on the Primary Street List not be completed by the end of the Contract Time as defined in the executed Contract. The Performance Requirements and related Liquidated Damages are defined in Paragraph 24 - 25 of Section B – Information for Bidders included in the Contract Documents.

Based on need and project funding, the Tupelo Public Works Department may issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. Work on the Secondary Street List will not commence until after the Primary Street List has been completed by the Contractor. The Public Works Department will coordinate with the Contractor to define the roadways to be milled and/or overlaid as part of the Secondary Project List. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed during the Contract Period as defined in the Contract. The Public Works Department may prioritize the order of work for streets included on the Secondary Project List.

PROJECT COORDINATION BETWEEN CONTRACTOR & OWNER / ENGINEER shall be necessary for all facets of the proposed project whether discussed within Section C or not. Some additional items for consideration by the Contractor with respect to additional coordination with the Owner and Engineer during the Project that will be necessary to facilitate the work based on conditions that are necessary for the City of Tupelo and required by the Contractor for this Project. Additional items that will require specific coordination during the Project include:

The City of Tupelo will communicate with local Railroad (RR) Companies (i.e. KCS, BNSF) with respect to coordination of project activities and RR inspections / personnel. The Contractor will not be required to provide RR personnel for activities completed adjacent to local RR mainlines. However, it is the responsibility of the Contractor to coordinate with the Owner and Engineer in advance of completing any work within 100 LF of an existing RR in order to allow the Owner the opportunity to adequately coordinate with the appropriate RR company. Any fees associated with the RR inspections, etc. shall be paid for by the OWNER and shall not be the responsibility of the Contractor.

The City of Tupelo has other on-going contracts for street/roadway maintenance and related drainage improvements, etc. In some cases, the Contractor shall be required to coordinate with the Owner and Engineer to schedule work so that overall street maintenance objectives may be achieved for local streets. Such coordination may include dig outs, short-run patching/paving,

drainage pipe/inlets, curb & gutter and other related work that the City may require under other project or term contracts.

ASPHALT LOAD TICKETS shall be provided by the Contractor to the Owner on a daily basis. The Contractor shall note on each load ticket in the field the actual street name that the Contractor is working on when the ticket is delivered/accepted from the truck driver. Load tickets shall be divided by individual street and provided to the Owner separated by street name. If additional work is required for a street beyond one day, then the Contractor may retain copies of tickets until such time as the particular street is completed and, then, shall provide the tickets separated by street within 24 hours after completion of the street. The Engineer may request copies of load tickets at the end of each day, even if it is prior to the completion of an individual street, if preferred. The Contractor shall not submit for payment for streets and corresponding asphalt tonnages unless the tickets have been separated and submitted to the Owner for that individual street.

PAY PERIODS / PAY REQUESTS: The Contractor shall utilize the formats provided for submitting pay estimates / applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. But no pay estimate / application will be considered for payment unless the included pay estimate sheets are completed and provided as part of the pay request package.

The specifications allow for adjustments to asphalt prices based on the included formulas that may be adjusted up or down based on changes in the Liquid Asphalt Cement Index price over the course of the project. As such, the Contractor shall submit any adjustments, including either increases or decreases, on a monthly basis with each pay application. It is the contractor's responsibility to list the base asphalt index price at the time of the bid and the current month's index price for reference on each pay application and to compute any prices changes based on the fuel adjustment formula.

Pay periods for this project will be monthly based on calendar months. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner if the charges are not included on the Contractor's pay application for the work completed for each pay period. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner after the final pay estimate has been submitted by the Contractor for the work completed for this project. No pay applications shall be submitted to the Owner by the Contractor following August 31, 2023 unless work is directed by the Owner and completed by Contractor following this date. If directed by the Owner, the Contractor shall complete the work and submit a separate pay application for any work completed in monthly pay periods. Any changes in prices due to fuel adjustments, whether increase or decrease, shall also be included on each subsequent pay application submitted by the Contractor for additional work.

(The Primary Street List is included on Sheets C-8 thru C-10)

PRIMARY STREET LIST
Local Street Maintenance Mill & Overlay Program
2023 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. CDS Dia. (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
1	Albany	Beginning	End	670	29	0	2159	237	M/O
2	Allen	Gloster	Madison	1290	25	0	3583	394	M/O
3	E. Bay Cir	Mahogany	W. Bay Cir.	1815	29	0	5848	643	M/O; to S/E Corner of W. Bay Cir.
4	W. Bay Cir	E. Bay Cir.	Teakwood	1830	29	0	5897	649	M/O; from S/E Corner of E. Bay Cir.
5	Bobwhite Dr	Beginning	End	2740	29	0	8829	971	M/O
6	Brown	Beginning	End	1610	19	0	3399	374	Overlay only
7	Butler Rd	I.D. in field	I.D. in field	400	24	0	1067	117	Overlay small section W. of Sherry Road (2 lanes)
8	Camelot Cir	Beginning	End	570	29	100	2709	298	M/O w cul-de-sac
9	Carolyn	Beginning	End	570	29	0	1837	202	M/O
10	Carver Ln	Beginning	I.D. in field	2150	22	0	5256	578	M/O at ROW for End Point; Check low overhead line
11	Country Lake Cv	Beginning	End	375	19	0	792	87	Overlay only
12	Danny St	Beginning	End	1040	32	0	3698	407	M/O
13	Daughtery	Beginning	End	1570	24	0	4187	461	Overlay only
14	Dixie Creek	4-way Stop	CL S. Intersection	725	23	0	1853	204	Overlay only
15	Eckford	Beginning	End	975	20	0	2167	238	M/O
16	Ewell	Beginning	End	1930	29	0	6219	684	M/O
17	Fant	Beginning	End	785	25	0	2181	240	M/O
18	Furr	Beginning	End	690	29	0	2223	245	M/O
19	S. Gun Club Rd	See Notes	See Notes	1930	29	0	6219	684	M/O; Chickasaw Access Rd. to W. Jxn St. @ Mahogany
20	Hampton	Beginning	End	2475	29	0	7975	877	M/O
21	N. Hill Dr	Beginning	End	1025	29	100	4175	459	M/O
22	S. Lone St	Beginning	End	685	32	0	2436	268	M/O
23	S. Joann St	Beginning	End	685	32	0	2436	268	M/O

C-8

PRIMARY STREET LIST
Local Street Maintenance Mill & Overlay Program
2023 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. CDS Dia. (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
24	Joyner Cemetery	See Notes	See Notes	2200	26	0	6356	699	M/O; Northern entrance & other sections not included
25	Kingsley Dr	Beginning	End	810	26	0	2340	257	M/O
26	Lakeway Dr	Beginning	End	550	29	100	2645	291	M/O
27	Lee	See Notes	See Notes	1425	30	0	4750	523	M/O; Limits defined in field; may not include entire St.
28	Magnolia	Clayton	Maxwell	1190	27	0	3570	393	M/O
29	Maple St	See Notes	See Notes	315	16	0	560	62	Overlay Only; Elliot St. north to Dead End
30	Marshall	Beginning	End	1055	24	0	2813	309	M/O
31	Martin	Payne	Lake	620	19	0	1309	144	Overlay Only
32	Maynard	Raspberry	Bryan	1562	30	0	5207	573	M/O
33	Meadow Lark	See Notes	See Notes	140	29	0	451	50	M/O; Limits defined in field; may not include entire St.
34	Michael	Beginning	End	350	30	100	2039	224	M/O
35	Mosby	Beginning	End	1150	29	0	3706	408	M/O
36	Nancy	Beginning	End	880	29	0	2836	312	M/O
37	Page St	Beginning	End	370	20	0	822	90	M/O
38	N. Park St	Jackson	Jefferson	1926	24	0	5136	565	M/O
39	N. Park St	See Notes	See Notes	260	18	0	520	57	M/O; Jackson St. north to Dead End
40	Payne	Beginning	End	1110	19	0	2343	258	Overlay Only
41	Parish Dr	Beginning	End	1410	29	0	4543	500	M/O
42	Pete	Beginning	End	350	29	0	1128	124	M/O
43	Pheasant Run	Beginning	End	1330	29	0	4286	471	M/O
44	Phillip	Beginning	End	786	30	0	2620	288	M/O
45	Pinehill	Beginning	End	450	20	100	1873	206	M/O; Existing Asphalt over concrete pvmnt. to be M/O
46	Quail Creek CV	See Notes	See Notes	900	24	100	4145	456	M/O; All of back street that runs N-S w/ 2 cul-de-sacs

PRIMARY STREET LIST
Local Street Maintenance Mill & Overlay Program
2023 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. CDS Dia. (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
47	Rhenda St	Beginning	End	1040	32	0	3698	407	M/O
48	Ridge Park Dr	Beginning	End	260	29	100	1710	188	M/O
49	Rogers	Beginning	End	2180	26	0	6298	693	M/O
50	Saddle Creek	Beginning	End	370	29	0	1192	131	M/O
51	Savory	Beginning	End	1375	32	0	4889	538	M/O
52	N. Smith St	Beginning	End	350	20	0	778	86	M/O
53	Stewart dr	Beginning	End	1880	29	0	6058	666	M/O
54	Stonewall Cir	Beginning	End	300	29	100	1839	202	M/O
55	Truman	Beginning	End	640	29	0	2062	227	M/O
56	Van Buren Dr	See Notes	See Notes	1250	32	0	4444	489	M/O; Garfield to Southern Harrison St. intersection
57	Williams St	Beginning	End	1500	22	0	3667	403	Overlay Only
58	Williams st	Beginning	End	240	22	0	587	65	Overlay Only; short section btw Parish & Williams
59	Willow Rd	Beginning	End	2535	20	0	5633	620	Overlay Only
60	Winfree	Beginning	End	310	25	0	861	95	M/O

NOTES: Based on funding, schedule, Owner preference, etc., streets may be added to or removed from the Project List as directed by the Owner. All streets included on the project list, including and additions/revisions, shall be completed by the Contractor as part of the Contract.; All milling & overlay areas shall be coordinated with Street Manager prior to execution by the Contractor. Areas for milling & overlay may be adjusted in the field as required or preferred by the Owner.

END OF SECTION
C-10

SECTION D
BID FORM AND BIDDERS CERTIFICATES

PROPOSAL

GREGORY COMPANIES LLC DBA MURPHREE PAVING

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

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 0 DATE: N/A
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

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

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

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

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

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

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

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

DM (\$ 196,256.85) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

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

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

NOTES:

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

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-009PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	197,000	\$2.95	\$581,150.00
2	Base Repair Cold Milling (Short Run Work)	SY	2,500	\$4.25	\$10,625.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	22,000	\$148.00	\$3,256,000.00
4	Asphalt Base Course, 19 mm Mix (Short Run Paving)	TON	500	\$154.50	\$77,250.00
5	Granular Shoulder Material, In Place	CY	1	\$110.00	\$110.00
6	4" Temporary Traffic Stripe, Continuous White/Yellow	LF	1	\$1.00	\$1.00
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$1.00	\$1.00

GRAND TOTAL**\$3,925,137.00**

THREE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED THIRTY-SEVEN-00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: GREGORY COMPANIES LLC, DBA MURPHREE PAVING
 (PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: ROBERT MOORE - PRESIDENT
 (PLEASE PRINT)

(SEAL)
 IF BY CORPORATION

ADDRESS: 1138 DL COLUMNS DRIVETUPELO, MS 38801PHONE NUMBER: 662-844-2331

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

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

Name: _____

Title: _____

Signature: _____

Date: _____

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2023, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; That said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2023.

_____, Notary Public

My commission expires _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned Rebecca Hayes, hereby certify that I am the Manager of Gregory Companies LLC dba Murphree Paving (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Robert A. Moore who executed the Proposal on behalf of the Company is president of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature Rebecca Hayes

Title manager



(SEAL)

Sworn before me this 3rd day of April, 2023.

Connie Dingle, Notary Public

My commission expires Nov 28, 2025

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR,
 _____, is domiciled in the State of _____
 and (check and complete one):

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

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

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

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2023.

_____, Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LEE

I, ROBERT MOORE
 (name of person signing affidavit)

individually, and in my capacity as PRESIDENT
 (title)

of GREGORY COMPANIES LLC, DBA MURPHREE PAVING
 (name of firm, partnership, limited liability company, or corporation.)

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

GREGORY COMPANIES LLC, DBA MURPHREE PAVING
 (a) That A, Bidder on the "LOCAL STREET MAINTENANCE MILL & OVERLAY – 2023 ANNUAL BID" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature RAA

Title PRESIDENT



(SEAL)

Sworn before me this 13th day of April, 2023.

Connie Dingler, Notary Public

My commission expires Nov 28, 2025

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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LEE

I, ROBERT MOORE
 (name of person signing affidavit)

individually, and in my capacity as PRESIDENT
 (title)

of GREGORY COMPANIES LLC, DBA MURPHREE PAVING
 (name of firm, partnership, limited liability company, or corporation.)

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

GREGORY COMPANIES LLC, DBA MURPHREE PAVING

(a) That ^, Bidder on the "LOCAL STREET MAINTENANCE MILL & OVERLAY – 2023 ANNUAL BID" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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


Signature 

Title PRESIDENT



(SEAL)

Sworn before me this 13th day of April, 2023.

, Notary Public

My commission expires NOV 28, 2025

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

SECTION E

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

1138 D L Collums Drive Tupelo , MS 38801

(Address of Contractor)

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

Atlantic Specialty Insurance Company hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 15th day of April 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"

NOW, THEREFORE,

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

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

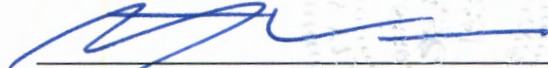
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Gregory Companies LLC dba Murphree Paving (L.S.)
Principal

Atlantic Specialty Insurance Company

Surety

By: 
Robert Moore - President


By: Stephen A. Vann, Attorney-In-Fact

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

*** END OF SECTION ***

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R Dimulescu, Bradley Mapes**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

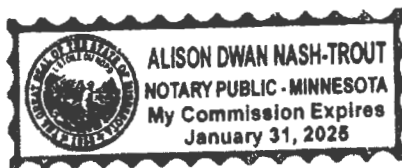


By

Paul J. Brehm

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

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

Signed and sealed. Dated 15TH day of April 2023.



This Power of Attorney expires
January 31, 2025

Kara Barrow

Kara Barrow, Secretary

PROPOSAL

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

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-009PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	197,000	2.25 2.50	443,250.00 492,500.00
2	Base Repair Cold Milling (Short Run Work)	SY	2,500	2.50	6,250.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	22,000	129.00	2,838,000.00
4	Asphalt Base Course, 19 mm Mix (Short Run Paving)	TON	500	129.00	64,500.00
5	Granular Shoulder Material, In Place	CY	1	100.00	100.00
6	4" Temporary Traffic Stripe, Continuous White/Yellow	LF	1	1.00	1.00
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	1.00	1.00
GRAND TOTAL				3,352,102.00	3,401,352.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

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

SIGNATURE: Will S

NAME AND TITLE: Will Swedenburg President
 (PLEASE PRINT)

ADDRESS: PO Box 7530
Columbus, MS 39705

PHONE NUMBER: 662-327-2053



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

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

Name: Doug PhillipsTitle: Secy/Treas.Signature: [Signature]Date: April 14, 2013

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Louise

I, Will Swedenburg
 (name of person signing affidavit)

individually, and in my capacity as President
 (title)

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

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

(a) That Falcon Contracting Co., Inc.
Will Swedenburg, Bidder on the "LOCAL STREET MAINTENANCE MILL & OVERLAY –
2023 ANNUAL BID" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement,
 participated in any collusion, or otherwise taken any action in restraint of free competitive bidding
 in connection with this contract; nor have any of its officers, partners, employees or principal
 owners.

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

Signature Will Swedenburg

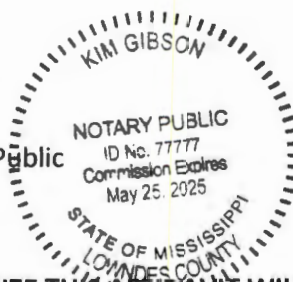
Title President

(SEAL)

Sworn before me this 14th day of April, 2023.

Kim Gibson, Notary Public

My commission expires _____



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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Louisa

I, Will Swedenburg
(name of person signing affidavit)

individually, and in my capacity as President
(title)

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

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

(a) That Falcon Contracting Co., Inc.
Will Swedenburg, Bidder on the "LOCAL STREET MAINTENANCE MILL & OVERLAY – 2023 ANNUAL BID" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature [Signature]

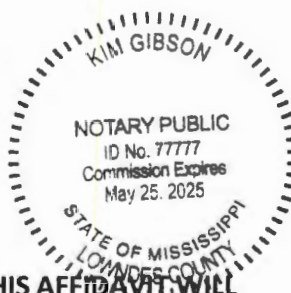
Title President

(SEAL)

Sworn before me this 14th day of April, 2023.

Kim Gibson, Notary Public

My commission expires _____



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

END OF SECTION

D-10
APPENDIX L

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 14th day of April 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"

NOW, THEREFORE,

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

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

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

Falcon Contracting Co., Inc.

Principal

[Signature]

By:



Fidelity and Deposit Company of Maryland

Surety

[Signature]

By: Peggy D. Jackson

Resident Mississippi Agent

Fisher Brown 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.

*** END OF SECTION ***

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of November, A.D. 2022.



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

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 21st day of November, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



(Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of April, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reports@claims.zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-009PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	197,000	\$ 3.50	\$ 689,500.00
2	Base Repair Cold Milling (Short Run Work)	SY	2,500	\$ 5.00	\$ 12,500.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	22,000	\$ 152.66	\$ 3,358,520.00
4	Asphalt Base Course, 19 mm Mix (Short Run Paving)	TON	500	\$ 160.00	\$ 80,000.00
5	Granular Shoulder Material, In Place	CY	1	\$ 60.00	\$ 60.00
6	4" Temporary Traffic Stripe, Continuous White/Yellow	LF	1	\$ 0.60	\$ 0.60
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$ 0.60	\$ 0.60
GRAND TOTAL					\$ 4,140,581.20

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

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

SIGNATURE: [Signature]

NAME AND TITLE: JAMES A HODGES PRESIDENT
(PLEASE PRINT)

ADDRESS: 1281 A CR 811
Saltville, MS 38860

PHONE NUMBER: 662-842-8538



SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-009PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	197,000	3.50	689,500.00
2	Base Repair Cold Milling (Short Run Work)	SY	2,500	8.00	20,000.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	22,000	162.00	3,564,000.00
4	Asphalt Base Course, 19 mm Mix (Short Run Paving)	TON	500	185.00	92,500.00
5	Granular Shoulder Material, In Place	CY	1	100.00	100.00
6	4" Temporary Traffic Stripe, Continuous White/Yellow	LF	1	0.60	0.60
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	0.60	0.60
GRAND TOTAL					4,366,101.20

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

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RESPECTFULLY SUBMITTED BY: Cook and Son, LLC

(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Kenneth Cook, Owner

(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 60146 Seminole Road

Smithville, MS 38870

PHONE NUMBER: 662-640-5059

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-009PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	197.000	\$ 5.30	\$ 1,044,100.00
2	Base Repair Cold Milling (Short Run Work)	SY	2.500	\$ 45.00	\$ 112,500.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	22.000	\$ 180.00	\$ 3,960,000.00
4	Asphalt Base Course, 19 mm Mix (Short Run Paving)	TON	500	\$ 235.00	\$ 117,500.00
5	Granular Shoulder Material, In Place	CY	1	\$ 1,200.00	\$ 1,200.00
6	4" Temporary Traffic Stripe, Continuous White/Yellow	LF	1	\$ 2.00	\$ 2.00
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$ 2.00	\$ 2.00
GRAND TOTAL					\$ 5,235,304.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT

RESPECTFULLY SUBMITTED BY

APAC-Mississippi, Inc
 (PLEASE PRINT)

SIGNATURE

Adam J Wyers

NAME AND TITLE:

ADAM J WYERS, ESTIMATOR
 (PLEASE PRINT)

(SEAL)
 IF BY CORPORATION

ADDRESS:

P.O. Box 24502

JACKSON, MS 39225

PHONE NUMBER:

601-376-4000



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Director
DATE April 21, 2023
SUBJECT: IN THE MATTER OF BID APPROVAL MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID 2023-008PW - **CW**

Request:

Request for Bid Approval for the Major Thoroughfare Mill and Overlay Program – 2023 Annual Bid – 2023-008PW

4 bidders responded.

We propose the project be awarded to the lowest and best bidder –

Falcon Contracting Co., Inc. - \$953,025.00



April 20, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
MAJOR THOROUGHFARE PROGRAM MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
BID NO. 2023-008PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Friday, April 14, 2023 at 10:00 AM local time.

This bid is for the 2023 annual term and quantities were estimated based on the projected roadway milling and overlay improvements that were established by Public Works using the Street Saver database and field inspections. Quantities are expected to vary for term bid contracts based on the final improvements that are completed under this contract and, thus, the final contract amount will likely vary from the bid price.

As represented on the attached tabulation of bids, four (4) bids were received for this project from Falcon Construction, Cook & Son, Murphree Paving and APAC-Mississippi. The bids ranged from \$953,025.00 - \$1,082,275.00. The low bid was from Falcon Construction and appears to meet the bid criteria set forth for the Project and included the proper proposal documentation as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract in the amount of \$953,025.00 to Falcon Construction for the referenced project and, with the approval of the City Council, that the Mayor be authorized to execute the contracts on behalf of the City. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

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

@dabbscorp

OFFICE 662.840.4162

1005 N. Eason Boulevard

MOBILE 601.927.4012

Tupelo, MS 38804

Minute Entry Sign Up Sheet

Date: 4/14/2023Time: 10:00AM

Bid # 2023-008PW Department: PUBLIC WORKS

2023-008PW TUPELO MAJOR THOROUGHFARE MILL &
OVERLAY PROGRAM ANNUAL BID 2023

Project:

Attendance

Company

Chuck Williams

Publ2 Works

Andy Li Donahue

Cook and Son

Stephen Reed

COT

Adam Wyers

APAC

LUKE KELLY

GREGORY COMPANIES LLC

Ben Logan

COT

Jason Rusch

Public Works

Dustin Davis

DAVIS CORP

DENNIS BONDS

CITY of TAW

Blake Hill

Falcon Contracting

Jennifer Shempert

COT

BID TABULATION CITY OF TUPELO, MISSISSIPPI MAJOR THOROUGHFARE PROGRAM MILL & OVERLAY PROGRAM 2023 ANNUAL TERM BID - BID No. 2023-008PW BID DATE: 04/14/2023										
BASE BID			FALCON CONSTRUCTION		COOK & SON		MURPHREE PAVING		APAC-MISSISSIPPI	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	TOTAL COST
1	Cold Milling, All Depths	SY	47,700	\$3.25	\$ 155,025.00	\$3.10	\$ 147,870.00	\$4.25	\$ 202,725.00	\$ 202,725.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	5,300	\$140.00	\$ 742,000.00	\$159.00	\$ 842,700.00	\$149.95	\$ 794,735.00	\$ 848,000.00
3	Granular Shoulder Material, In Place	CY	500	\$70.00	\$ 35,000.00	\$65.00	\$ 32,500.00	\$70.00	\$ 35,000.00	\$ 20,000.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1,000	\$1.00	\$ 1,000.00	\$0.50	\$ 500.00	\$0.55	\$ 550.00	\$ 550.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	10,000	\$1.00	\$ 10,000.00	\$0.50	\$ 5,000.00	\$0.55	\$ 5,500.00	\$ 5,500.00
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	10,000	\$1.00	\$ 10,000.00	\$0.50	\$ 5,000.00	\$0.55	\$ 5,500.00	\$ 5,500.00
GRAND TOTAL				\$ 953,025.00		\$ 1,033,570.00		\$ 1,044,010.00		\$ 1,082,275.00

 Prepared By:  Dabbs Corporation

PROPOSAL

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

"TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-008PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	47,700	3.25	155,025. ⁰⁰
2	Asphalt Surface Course, 9.5 mm Mix	TON	5,300	140.00	742,000. ⁰⁰
3	Granular Shoulder Material, In Place	CY	500	70.00	35,000. ⁰⁰
4	4" Temporary Traffic Stripe, Cont. White	LF	1,000	1.00	1,000. ⁰⁰
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	10,000	1.00	10,000. ⁰⁰
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	10,000	1.00	10,000. ⁰⁰
GRAND TOTAL					953,025.⁰⁰

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

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

SIGNATURE: *W. Swedenburg*

NAME AND TITLE: W. Swedenburg - President
 (PLEASE PRINT)

ADDRESS: PO Box 7530
Columbus, MS 39705

PHONE NUMBER: 662-327-2053



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

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

Name Doug PhillipsTitle: Sec/Tras.Signature: [Signature]Date: 4-14-2023

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Falcon Contracting Co., Inc.
(Name of Contractor)
P. O. Box 7530, Columbus, MS 39705
(Address of Contractor)

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

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

are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 14th day of April 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID"

NOW, THEREFORE,

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

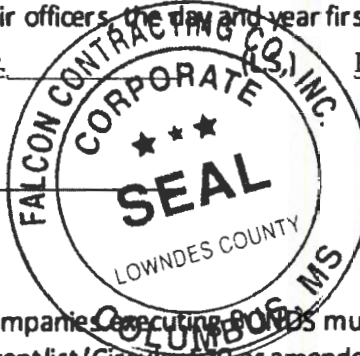
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Falcon Contracting Co., Inc.

Principal

By: 



Fidelity and Deposit Company of Maryland

Surety

By:  Pegg L. Jackson

Resident Mississippi Agent

Fisher Brown 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.

*** END OF SECTION ***

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of November, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 21st day of November, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of April, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reports@claims.zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lauderdale

I, Will Swedenburg
(name of person signing affidavit)

individually, and in my capacity as President
(title)

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

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

Falcon Contracting Co., Inc.

(a) That Will Swedenburg, Bidder on the "TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature [Signature]Title President

(SEAL)

Sworn before me this 14th day of April, 2023.Kim Gibson, Notary Public

My commission expires _____



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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lauderdale

I, Will Swedenburg
(name of person signing affidavit)

individually, and in my capacity as President
(title)

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

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

Falcon Contracting Co., Inc.
(a) That Will Swedenburg, Bidder on the "TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023 ANNUAL BID" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature Will Swedenburg

Title President

(SEAL)

Sworn before me this 14th day of April, 2023.

Kim Gibson, Notary Public

My commission expires _____



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

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-008PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	47,700	3.10	147,870.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	5,300	159.00	842,700.00
3	Granular Shoulder Material, In Place	CY	500	65.00	32,500.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1,000	0.50	500.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	10,000	0.50	5,000.00
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	10,000	0.50	5,000.00
GRAND TOTAL					1,033,570.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: Cook and Son, LLC

(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Kenneth Cook, Owner

(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 60146 Seminole Road

Smithville, MS 38870

PHONE NUMBER: 662-640-5059

D-4

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-008PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	47,700	\$4.35	\$202,725.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	5,300	\$149.95	\$794,735.00
3	Granular Shoulder Material, In Place	CY	500	\$70.00	\$35,000.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1,000	\$0.55	\$550.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	10,000	\$0.55	\$5,500.00
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	10,000	\$0.55	\$5,500.00
GRAND TOTAL <i>one million and forty-four thousand two hundred and ten dollars</i>					\$1,044,010.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: GREGORY COMPANIES LLC, DBA MURPHY PAVING
(PLEASE PRINT)

SIGNATURE: *Robert Moore*

NAME AND TITLE: ROBERT MOORE - PRESIDENT
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 1138 DL COLLINS DRIVE
TUPELO, MS 38801

PHONE NUMBER: 662-844-2331

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2023-008PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	47,700	\$ 4.25	\$202,725.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	5,300	\$160.00	\$848,000.00
3	Granular Shoulder Material, In Place	CY	500	\$ 40.00	\$20,000.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1,000	\$ 0.55	\$ 550.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	10,000	\$ 0.55	\$5,500.00
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	10,000	\$ 0.55	\$5,500.00
GRAND TOTAL					\$1,082,275.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT

RESPECTFULLY SUBMITTED BY

APAC- Mississippi, Inc.
(PLEASE PRINT)

SIGNATURE:

Adam J. Wiers

NAME AND TITLE:

ADAM J WIERS, ESTIMATOR
(PLEASE PRINT)

(SEAL)
 IF BY CORPORATION

ADDRESS:

P.O. Box 24508
JACKSON, MS 39225

PHONE NUMBER:

601-376-4000



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE April 21, 2023

SUBJECT: IN THE MATTER OF SURPLUS FIXED ASSET ITEMS FOR APRIL 2023 **AF**

Request:

We are asking the Mayor and City Council to please remove the following items of the fixed assets due these items being scraped and auctioned. They can't be fixed or repaired.

Wibit/Inflatable	Tag #16075	Repaired too many times
2 Touchpads		Broken and not repairable

Auction	
2007 Ford Crown Vic Tag#498	Serial: 2FAF9730W44X129533



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Second day of May in the year Two Thousand Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075

and the Contractor:

(Name, legal status, address and other information)

M&N Construction, Limited Liability Company
499 Gloster Creek Village
Suite F9
Tupelo, MS 38801
Telephone Number: 662-260-4404

for the following Project:

(Name, location and detailed description)

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

The Architect:

(Name, legal status, address and other information)

Sloan Landscape Architecture, Limited Liability Company
301 West Main Street
Tupelo, MS 38804
Telephone Number: 662-432-4156
Fax Number: 662-432-4160

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

☒ Not later than Two Hundred & Ten (210) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Two Hundred & Eighty Five Thousand, Three Hundred Dollars (\$ 1,285,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	\$104,500.00
Alternate #2	\$35,800.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance #1	\$50,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; Five Hundred Dollars (\$500.00) per calendar day. No extensions will be allowed

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% of Completed Work

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Alex Farned
655 Rutherford Road
Tupelo, MS 38801
Telephone Number: 662-841-6440
Fax Number: 662-841-6580

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mr. Nic Nichols
499 Gloster Creek Village
Suite F9
Tupelo, MS 38801
Telephone Number: 662-260-4404

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
L0.0 – E1.4		03.14.23

.6 Specifications

Section	Title	Date	Pages
All Sections		03.14.23	All Inclusive

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	04.07.23	1-8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Mr. Todd Jordan, Mayor, City of Tupelo
(Printed name and title)


CONTRACTOR (Signature)

Mr. Mc Nichols, CEO, M&N Construction
(Printed name and title)

Init.



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 2nd day of May in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

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

THE OWNER:
(Name, legal status and address)

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

THE CONTRACTOR:
(Name, legal status and address)

M&N Construction, Limited Liability Company
499 Gloster Creek Village
Suite F9
Tupelo, MS 38801

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

Init.

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ **A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ **A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ **A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ **A.3.3 Contractor's Other Insurance Coverage**

§ **A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ **A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § **A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☐ § **A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☐ § **A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100%
Performance Bond	100%

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
March 20, 2023

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, March 20, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Neal McCoy
Commissioner- Nat Grubbs
Commissioner-Yvette Crump
Commissioner- Jessica Hollinger
Commissioner- Mike Armour
Commissioner- Marcus McCoy
Commission Secretary- Cindy Murphy

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center
Kim Hanna- CFO
Chad Mims- City Council

Chair Jason Hayden called the meeting to order at 3:00 p.m.

Approval of Minutes from February 27, 2023 Regular Meeting

Commissioner Mike Armour made a motion to approve the minutes from February 2023 as written, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

New Business

Surplus and trade order was discussed to surplus a 2008 John Deere riding mower that was beyond repair, and trade for a brand new 2023 Craftsman gas pressure washer valued at \$450.00. Commissioner-Yvette Crump made a motion to approve as written, seconded by Commissioner Marcus McCoy. All commission members voting aye, the motion passed.

Director's Report

Kevan began by updating us on our past projects. We had Monster Jam on 03/04-03/05 with record sales, Winter Jam on 03/12 with 7150 attending, which was 1,000 more than last year, MS State Gymnastics was 03/16-03/19 and we had 27 meeting events.



CADENCE BANK
Arena & Conference Center

Kevan also updated us on our upcoming events. We have the Golden Triangle Rodeo on 03/25, Taste of Tupelo 03/30, Bert Kreischer 03/31, Blippi 04/13, Reo Speedwagon 04/14 and 34 meeting events.

Project updates

Kevan updated us on the basketball court that was loaned to MSU for their basketball season in exchange of them re-stripping the court with Cadence Bank Arena new logo. It is scheduled to be delivered back to us on April 12th.

Old Business:

None was discussed

Beverage Approval:

Beverage approval was discussed for Golden Triangle Rodeo, Taste of Tupelo, Bert Kreischer, and Reo Speedwagon. Commission Secretary Cindy Murphy motion to approve the beverage approval, seconded by Commissioner- Nat Grubbs. All commissioners voted aye; the motion passed.

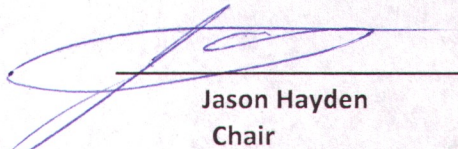
Check Approval:

Commissioner Yvette Crump made a motion to approve the checks from February, seconded by Commission Marcus McCoy. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jason Hayden adjourned the meeting at approximately 3:20 p.m.

Cindy Murphy
Secretary



Jason Hayden
Chair

ORDER

AN ORDER DECLARING A 2008 JOHN DEERE RIDING MOWER AS SURPLUS AND AUTHORIZING THE TRADE OF SAID MOWER FOR THE FAIR-MARKET VALUE EQUIVALENT OF A 2023 CRAFTSMAN GAS PRESSURE WASHER

WHEREAS, local governing authorities may sell or dispose of any personal property belonging to the authority when the property has ceased to be used for public purposes or when, in the authority's judgment, a sale thereof would promote the best interest of the governing authority pursuant to Mississippi Code Anno. § 17-25-25 (1) (1972 as amended); and

WHEREAS, the term "personal property," includes, but is not limited to, equipment, vehicles, fixtures, furniture, firearms, and commodities; and

WHEREAS, the above statutory authority allows multiple means of disposal including private sale so long as the personal property does not exceed One Thousand Dollars (\$1,000.00) in value, and the sell receives a unanimous approval of the board; and

WHEREAS, the Tupelo Coliseum Commission ("Commission") is in current possession of a 2008 John Deere riding mower with Asset #2492 and Tag #14178 that was purchased in April of 2008 for One Thousand Seven Hundred and Ninety-nine Dollars (\$1,799.00), but is no longer operable or useful for public or related purposes and has a fair-market value of no more than Four Hundred and Fifty Dollars (\$450); and

WHEREAS, the Commission desires to trade the riding mower for a 2023 Craftsman 3000 psi gas pressure washer, model #CMXGWFN061146, with a retail value of approximately Four Hundred and Fifty Dollars (\$450) that is currently owned by Cecil Arnold; and

WHEREAS, the two items are of equal value and the trade of these items would promote the best interest of the governing authority.

NOW THEREFORE, it is hereby resolved and ordered by the Tupelo Coliseum Commission Board of Commissioners the following:

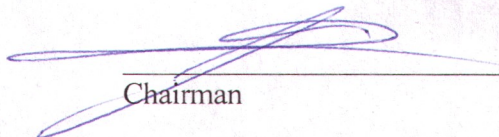
1. The prefatory paragraphs of this Order are hereby adopted, found, and determined to be in accordance with the necessary and warranted exercise of the authority of the Tupelo Coliseum Commission and shall be incorporated herein.
2. The 2008 John Deere riding mower with Asset #2492 and Tag #14178 has a fair-market value of no more than Four Hundred and Fifty Dollars (\$450) and is no longer operable or useful for public or related uses.
3. The trade with Cecil Arnold for a 2023 Craftsman 3000 psi gas pressure washer, model #CMXGWFN061146, with a retail value of approximately Four Hundred and Fifty Dollars (\$450) is hereby approved.
4. The private sale by trade is in the best interest of the Coliseum Commission and the

City of Tupelo.

5. The Executive Director of the Cadence Bank Arena and Conference Center is hereby authorized to facilitate the trade of the two items contemplated herein.

After a full discussion of this matter, Commissioner Yvette Crump moved that the foregoing Order be adopted and said motion was seconded by Commissioner Marcus McCoy and upon the question being put to a vote was approved unanimously by the Board on this the 20th day of March, 2023.

TUPELO COLISEUM COMMISSION


Chairman

ATTEST:

Secretary



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE April 26, 2023

SUBJECT: IN THE MATTER OF BID AWARD 2023-014WL – CONCRETE POLES (12 MONTH SUPPLY BID) **JT**

Request:

Review and award the attached bid:

Bid No. 2023-014WL – Concrete Poles (12 Month Supply Bid) to the low qualified bid submitted by Stresscrete, Inc. as indicated on the attached bid tabulation.

Minute Entry Sign Up Sheet

Date: 4/14/2023Time: 10:00AMBid # 2023-014WLDepartment: TW&L2023-014WL PRE-STRESSED SPUN CONCRETE POLES 12
MONTH SUPPLY BID

Project:

Attendance

Company

Jennifer Malone

COT

Jennifer Shempert

COT

Elaina Harrison

COT

TUPELO WATER & LIGHT DEPARTMENT
CONCRETE POLES - 12 MONTH BID
BID NO. 2023-014WL
APRIL 14, 2023

Item	Product	Vendors	
		Stresscrete	Curtis H. Stout
	Pre-Stressed Spun Concrete Poles - 12 Month Supply Bid		
1	30' Concrete Poles	\$1,634.73	\$1,717.00
2	35' Concrete Poles	\$1,810.48	\$1,901.00
3	40' Concrete Poles	\$2,138.54	\$2,246.00
4	45' Concrete Poles	\$2,355.24	\$2,473.00
5	50' Concrete Poles	\$2,643.53	\$2,777.00
6	55' Concrete Poles	\$2,901.50	\$3,047.00
7	60' Concrete Poles	\$3,296.63	\$3,462.00
8	65' Concrete Poles	\$3,733.88	\$3,921.00



**PRE-STRESSED SPUN CONCRETE POLES
12-MONTH SUPPLY BID**

City of Tupelo, Mississippi

Bid # 2023-014WL

Publication Dates:.....March 16, 2023 and March 23, 2023

BID Deadline:April 6, 2023 before 10:00 AM CST

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**PRE-STRESSED SPUN CONCRETE POLES
12 MONTH SUPPLY BID
Bid # 2023-014WL**

until **10:00 o'clock A.M. local time on April 6, 2023.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

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

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

CITY OF TUPELO, MISSISSIPPI

**Jennifer Shempert
Purchasing Clerk**

**Publishing Dates: 3/16/23
3/23/23**

**PRE-STRESSED SPUN CONCRETE POLES
12 MONTH SUPPLY BID
Bid # 2023-014WL**

I. GENERAL

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, April 6, 2023**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS

The City of Tupelo will be accepting proposals for Pre-Stressed Spun Concrete Poles. This is a 12-month supply bid.

Specifications

1. The following technical data is required for evaluation of the concrete pole proposal:
 - a. Final Length
 - b. Butt Diameter
 - c. Tip Diameter
 - d. Inside Taper
 - e. Outside Taper
 - f. Weight
 - g. Center of gravity
 - h. Hold Placement Method
 - i. Delivery
 - j. Truckload Quantity
2. The vendor shall supply the moment of capacity of each pole at five (5) foot intervals from the tip of the groundline.
3. A statement from a registered professional engineer, with his seal, that the poles in the proposal meet specifications including the moment of capacities with all the required holes and inserts.
4. Ground clips to be factory installed every three feet (3') starting three inches (3") from butt of pole.
5. Pole top shall be capped, and the pole butt plugged.

6. Pricing per pole to include freight to Tupelo, Mississippi, based on full truckload quantities.
7. Pricing shall include a maximum of twenty-one (21) holes per pole.

General Bidders Requirements/Information

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the Council of the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi 38801.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of twelve (12) months with the City to have the option, at the end of the initial twelve (12) month period, to renew the contract for an additional twelve (12) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

IV. QUESTIONS

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

General questions regarding this request should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: traci.dillard@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov

No oral explanations by any member of the city staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

V. OPENING:

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received and shall be conducted by at least two procurement officials. From that point forward, proposals will be considered under advisement. City of Tupelo may conduct written or oral discussions with potential bidders.

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

BID FORM

PRE-STRESSED SPUN CONCRETE POLES - 12 MONTH SUPPLY BID

Bid # 2023-014WL

The undersigned proposes to furnish Pre-Stressed Spun Concrete Poles, 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.

CLASS 1 – Concrete Pole Technical Proposal

Nominal Length	Final Length	Tip Diameter	Butt Diameter	Inside Taper	Outside Taper	Estimated Weight
30'						
35'						
40'						
45'						
50'						
55'						
60'						
65'						

Nominal Length	Center of Gravity	Truck Load Quantities	Price Per Hole: Factory Inserts	Price Per Hole: Factory Drilled	\$ Price Per Pole
30'					
35'					
40'					
45'					
50'					
55'					
60'					
65'					

BID FORM (continued)**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

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

BIDDER INFORMATION

Company Name: _____

Company Representative: _____

Title: _____

Business Address:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature of Bidder: _____

Date: _____

ADDENDUM 1

City of Tupelo, MS

**2023-014WL Pre-Stressed Spun Concrete Poles- 12 Month Supply
Bid # 2023-014WL**

This **Addendum 1**, dated **April 6, 2023**, supersedes, and takes precedence over specifications for the above listed bid, which shall remain in full force and effect, except as herein modified:

Item 1:

The Bid date has been extended to April 14, 2023 at 10:00am. The advertisement that was sent to the paper reflects this date, but was incorrectly listed online to bid on April 6, 2023.

END OF ADDENDUM 1

BID FORM

PRE-STRESSED SPUN CONCRETE POLES - 12 MONTH SUPPLY BID

Bid # 2023-014WL

The undersigned proposes to furnish Pre-Stressed Spun Concrete Poles, 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.

CLASS 1 – Concrete Pole Technical Proposal

Nominal Length	Final Length	Tip Diameter	Butt Diameter	Inside Taper	Outside Taper	Estimated Weight
30'	30'	7.75"	13.5"	0.162"/ft	0.18"/ft	2471 lbs
35'	35'	7.75"	14.05"	0.162"/ft	0.18"/ft	3047 lbs
40'	40'	7.75"	14.95"	0.162"/ft	0.18"/ft	3706 lbs
45'	45'	7.75"	15.85"	0.162"/ft	0.18"/ft	4400 lbs
50'	50'	7.75"	16.75"	0.162"/ft	0.18"/ft	5175 lbs
55'	55'	7.75"	17.65"	0.162"/ft	0.18"/ft	6157 lbs
60'	60'	7.75"	18.55"	0.162"/ft	0.18"/ft	7021 lbs
65'	65'	7.75"	19.45"	0.162"/ft	0.18"/ft	8096 lbs

Nominal Length	Center of Gravity	Truck Load Quantities	Price Per Hole: Factory Inserts	Price Per Hole: Factory Drilled	\$ Price Per Pole
30'	12'	18	\$0.00	\$0.00	\$1,634.73
35'	14'	14	\$0.00	\$0.00	\$1,810.48
40'	16'	12	\$0.00	\$0.00	\$2,138.54
45'	18'	10	\$0.00	\$0.00	\$2,355.24
50'	20'	8	\$0.00	\$0.00	\$2,643.53
55'	22'	7	\$0.00	\$0.00	\$2,901.50
60'	24'	5	\$0.00	\$0.00	\$3,296.63
65'	26'	4	\$0.00	\$0.00	\$3,733.88

BID FORM

PRE-STRESSED SPUN CONCRETE POLES - 12 MONTH SUPPLY BID Bid # 2023-014WL

The undersigned proposes to furnish Pre-Stressed Spun Concrete Poles, 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.

CLASS 1 – Concrete Pole Technical Proposal

Nominal Length	Final Length	Tip Diameter	Butt Diameter	Inside Taper	Outside Taper	Estimated Weight
30'	30'	7.75"	13.15"	0.162"/ft	0.18"/ft	2471 lbs
35'	35'	7.75"	14.05"	0.162"/ft	0.18"/ft	3047 lbs
40'	40'	7.75"	14.95"	0.162"/ft	0.18"/ft	3706 lbs
45'	45'	7.75"	15.85"	0.162"/ft	0.18"/ft	4400 lbs
50'	50'	7.75"	16.75"	0.162"/ft	0.18"/ft	5175 lbs
55'	55'	7.75"	17.65"	0.162"/ft	0.18"/ft	6157 lbs
60'	60'	7.75"	18.55"	0.162"/ft	0.18"/ft	7021 lbs
65'	65'	7.75"	19.45"	0.162"/ft	0.18"/ft	8096 lbs

Nominal Length	Center of Gravity	Truck Load Quantities	Price Per Hole: Factory Inserts	Price Per Hole: Factory Drilled	\$ Price Per Pole
30'	12'	18	\$0.00	\$0.00	\$1,717.00
35'	14'	14	\$0.00	\$0.00	\$1,901.00
40'	16'	12	\$0.00	\$0.00	\$2,246.00
45'	18'	10	\$0.00	\$0.00	\$2,473.00
50'	20'	8	\$0.00	\$0.00	\$2,777.00
55'	22'	7	\$0.00	\$0.00	\$3,047.00
60'	24'	5	\$0.00	\$0.00	\$3,462.00
65'	26'	4	\$0.00	\$0.00	\$3,921.00

BID FORM (continued)**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: N/A DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

BIDDER INFORMATIONCompany Name: Curtis H. StoutCompany Representative: David SnipesTitle: Territory Manager**Business Address:**Street: 875 Northpark Dr Suite 1000City: Ridgeland State: MS Zip: 39157Phone: 601.956.4886 Email: dasnipes@chstout.comSignature of Bidder: *David Snipes*Date: April 3, 2023



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE April 12, 2023
SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-019WL – HWY 45N SEWER
OUTFALL LINE **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, May 2, 2023:

Bid No. 2023-019WL – Tupelo Hwy 45N Sewer Outfall Line to the lowest qualified bid submitted by Ensco, LLC in the amount of \$1,368,762.00 as recommended by Cook Coggin Engineers, Inc.

COOK COGGIN ENGINEERS, INC.



CCE 3-09861
BID NO 2023-019 WL

City of Tupelo
Attention: Mayor Todd Jordan c/o Mr. Johnny Timmons
71 East Troy Street
Tupelo, MS 38804

***TUPELO HWY 45 SEWER OUTFALL
FOR CITY OF TUPELO***

Following the receipt and opening of bids on the captioned project, we have checked and tabulated each set of bids. A copy of the tabulation is enclosed along with each set of original bids.

Please note that the low Base Bid Total of \$1,368,762.00 was submitted by *ENSCOR, LLC*.

ENSCOR, LLC is an experienced contractor in reputable standing and has resources essential to performing the work.

Results indicate an award to *ENSCOR, LLC* in the amount of \$1,368,762.00.

Please advise if you have any concerns.

John Mark Weeden, P.E.
Project Engineer
mweeden@cookcoggin.com

Copy to: ENSCOR, LLC, Attention: Mr. Jeff Smith, President, 5566 Commander Drive, Arlington, TN 38002

Enclosed: Bid Tabulation, Original Bids



BID OPENING CONFERENCE – LIST OF ATTENDEES

Representing

Stephen Bing	Argo Construction
Liran Collins	Polley Products
Braden Anthony	ENSCOR LLC
Johnny Timmons	TWL
Chris Lewis	T W 32
Ben Lujan	City of Tupelo
Stephen Reed	COT
Mark Wearden	CLE
Jennifer Shempert	COT

TUPELO WATER & LIGHT DEPARTMENT
HWY 45N SEWER OUTFALL LINE
BID NO. 2023-019WL
APRIL 26, 2023

		Vendors					
Item	Product	Encor, LLC	Paul Smithey Construction	4-D Construction	Argo Construction	Eubank Construction	Southern Civil Contracting
1	Hwy 45N Sewer Outfall Line	\$1,368,762.00	\$1,401,026.62	\$1,472,945.00	\$1,598,778.25	\$1,696,262.00	\$1,789,869.00

BID FORM

Proposal of ENSCOR, LLC (All Caps)

(hereinafter called "Bidder"), organized and existing under the laws of the State of

TENNESSEE, doing business as LIMITED LIABILITY COMPANY

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum: #1

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

REVISED by Addendum 1

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Bid Form

2023.04.21

Page 1 of 5

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
TUPELO HWY 45 SEWER OUTFALL					
BASE BID					
1	Temporary Silt Fence	550	LinFt	\$ 3.50	\$ 1,925.00
2	Wattles	275	LinFt	\$ 10.00	\$ 2,750.00
3	Seeding & Mulching	5,140	LinFt	\$ 1.00	\$ 5,140.00
4	Topsoil Restoration	180	LinFt	\$ 10.00	\$ 1,800.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 90.00	\$ 16,650.00
6	Select Borrow Material	300	CuYd	\$ 30.00	\$ 9,000.00
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 90.00	\$ 3,600.00
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 50.00	\$ 4,750.00
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 100.00	\$ 2,500.00
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 3.00	\$ 16,860.00
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 500.00	\$ 10,000.00
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,200.00	\$ 84,000.00
13	48" Manhole Extra Depth	65	VertFt	\$ 300.00	\$ 19,500.00
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,000.00	\$ 6,000.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000.00	\$ 6,000.00
16	60" Manhole Extra Depth	18	VertFt	\$ 400.00	\$ 7,200.00
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 1,000.00	\$ 1,000.00
18	Manhole Removal	11	Each	\$ 1,000.00	\$ 11,000.00
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 500.00	\$ 4,000.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 115.00	\$ 59,915.00
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 120.00	\$ 150,360.00
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 125.00	\$ 64,375.00
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 130.00	\$ 20,280.00

REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 135.00	\$ 27,945.00
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 100.00	\$ 60,800.00
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 105.00	\$ 78,120.00
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 110.00	\$ 55,880.00
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 115.00	\$ 27,945.00
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 120.00	\$ 11,400.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 140.00	\$ 4,480.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 195.00	\$ 5,850.00
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 372.00	\$ 14,880.00
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 525.00	\$ 25,725.00
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 86.00	\$ 27,176.00
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 91.00	\$ 6,552.00
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 96.00	\$ 9,600.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 101.00	\$ 5,656.00
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 63.00	\$ 1,386.00
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 68.00	\$ 2,312.00
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 75.00	\$ 900.00
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1,150.00	\$ 442,750.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 40.00	\$ 800.00
TOTAL BASE BID					\$ 1,368,762.00

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
MEMPHIS BORING AND TUNNELING, CO.	P.O. BOX 212 BLENDALE, TN 38029	BORING	\$364,930.00 \$948/FT
Mid South Supac	11284 GULF SHORE RD ARLINGTON, TN 38002	TV LINES	16860.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

REVISED by Addendum 1

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Bid Form

2023.04.21

Page 4 of 5

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

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Bid Form

2023.03.27

Page 4 of 5

Paul Smithey Construction Company, Inc.
PO Box 257
Belden, MS 38826

Certificate of Responsibility Number
04370

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

Bid For: Tupelo Hwy 45 Sewer Outfall
Tupelo, MS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Paul Smithey
Construction Company, Inc.
as Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, 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, our heirs, executors,
administrators, successors and assigns.

Signed, this 26th day of April, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the TUPELO HWY 45 SEWER OUTFALL.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal 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 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.

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Bid Bond

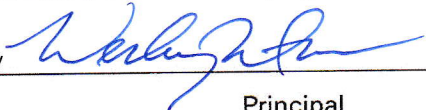
2022.04.11

Page 1 of 2

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.

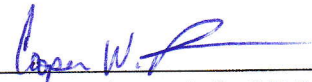
Paul Smith Construction Company, Inc.

By  (L.S.)
Principal

The Gray Casualty & Surety Company

Surety

SEAL

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

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

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Paul Smithey Construction Company, Inc.

Project: Tupelo Hwy 45 Sewer Outfall

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

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 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

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 26th day of April, 2023.

Mark 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 26th day of April, 2023.

Leigh Anne Henican



BID FORM

Proposal of Paul Smitley Construction Company Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as a Corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

REVISED by Addendum 1

09861

00 41 43

Bid Form

2023.04.21

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Project # 09861

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
TUPELO HWY 45 SEWER OUTFALL					
BASE BID					
1	Temporary Silt Fence	550	LinFt	\$ 6.39	\$ 3,514.50
2	Wattles	275	LinFt	\$ 9.37	\$ 2,576.75
3	Seeding & Mulching	5,140	LinFt	\$ 3.73	\$ 19,172.20
4	Topsoil Restoration	180	LinFt	\$ 10.65	\$ 1,917.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 108.63	\$ 20,096.55
6	Select Borrow Material	300	CuYd	\$ 19.17	\$ 5,751.00
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 108.63	\$ 4,345.20
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 92.66	\$ 8,802.70
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 104.37	\$ 2,609.25
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 5.38	\$ 30,235.60
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 362.10	\$ 7,242.00
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 5,001.24	\$ 100,024.80
13	48" Manhole Extra Depth	65	VertFt	\$ 330.15	\$ 21,459.75
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,934.22	\$ 6,934.22
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,934.22	\$ 6,934.22
16	60" Manhole Extra Depth	18	VertFt	\$ 500.55	\$ 9,009.90
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 718.88	\$ 718.88
18	Manhole Removal	11	Each	\$ 798.75	\$ 8,786.25
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 2,236.50	\$ 17,892.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 167.40	\$ 87,215.40
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 165.27	\$ 207,083.31
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 167.40	\$ 86,211.00
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 169.53	\$ 26,446.68

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Bid Form - Proposal

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Project # 09861

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 171.66	\$ 35,533.62
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 114.48	\$ 69,603.84
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 116.61	\$ 86,757.84
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 118.74	\$ 60,319.92
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 120.87	\$ 29,371.41
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 123.00	\$ 11,685.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 125.13	\$ 4,004.16
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 127.26	\$ 3,817.80
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 129.39	\$ 5,175.60
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 131.52	\$ 6,444.48
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 84.82	\$ 26,803.12
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 86.95	\$ 6,260.40
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 89.08	\$ 8,908.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 91.21	\$ 5,107.76
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 49.14	\$ 1,081.08
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 51.27	\$ 1,743.18
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 53.40	\$ 640.80
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 785.25	\$ 302,321.25
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 23.41	\$ 468.20
TOTAL BASE BID					\$1,401,026.62

REVISED by Addendum 1

Bid Form - Proposal

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APPENDIX R

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

REVISED by Addendum 1

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Page 4 of 5

The bid security attached in the sum of 5%

_____ Dollars, (\$ _____) (5% of the Total Bid)
is to become the property of the Owner in the event the contract and bond are not
executed within the time set forth, as liquidated damages for the delay and additional
expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

X Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 26th day of April, 2023

By [Signature] Title President

Company Paul Smithey Construction Co, Inc

Address PO Box 357 Belden, MS 38826

Phone 662-844-0744

Employer Identification No. 64-0727854

Email Address paulsmitheyconst@att.net

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

09861

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Bid Form

2023.04.21

Page 5 of 5

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO HWY 45 SEWER OUTFALL

Termini: CITY OF CORINTH

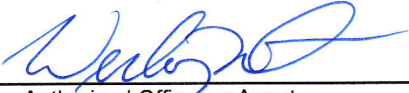
Prime Consultant: Paul Smiley Construction Company Co., Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.


459901
EEV* Company Identification Number [Required]

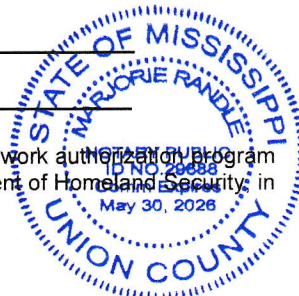
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:  4-26-23
Authorized Officer or Agent Date

Wesley Nelson President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 26th day of April, 2023.


NOTARY PUBLIC
My Commission Expires: 5/30/26



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

U-D Construction, Inc.
P.O. Box 127
Louisville, MS 39339
Cert. # 09067-MC

City of Tupelo
City Hall
Tax Office
Attn: Jennifer Shempert
711 East Troy Street
Tupelo, MS 38804

Scaled Bid For: "Tupelo Hwy 45 Sewer Outfall
Project No. 2023-019WL"

Bid opening: April 26, 2022 @ 10:00 AM.

BID FORM

Proposal of 4-D Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as a Corporation

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 - April 21, 2023

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
TUPELO HWY 45 SEWER OUTFALL					
BASE BID					
1	Temporary Silt Fence	550	LinFt	\$ 4 ⁰⁰	\$ 2,200 ⁰⁰
2	Wattles	275	LinFt	\$ 10 ⁰⁰	\$ 2,750 ⁰⁰
3	Seeding & Mulching	5,140	LinFt	\$ 3 ⁰⁰	\$ 15,420 ⁰⁰
4	Topsoil Restoration	180	LinFt	\$ 30 ⁰⁰	\$ 5,400 ⁰⁰
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 75 ⁰⁰	\$ 13,875 ⁰⁰
6	Select Borrow Material	300	CuYd	\$ 35 ⁰⁰	\$ 10,500 ⁰⁰
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 75 ⁰⁰	\$ 3,000 ⁰⁰
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 275 ⁰⁰	\$ 26,125 ⁰⁰
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 125 ⁰⁰	\$ 3,125 ⁰⁰
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 6 ⁰⁰	\$ 33,720 ⁰⁰
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 400 ⁰⁰	\$ 8,000 ⁰⁰
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,200 ⁰⁰	\$ 84,000 ⁰⁰
13	48" Manhole Extra Depth	65	VertFt	\$ 400 ⁰⁰	\$ 26,000 ⁰⁰
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 5,500 ⁰⁰	\$ 5,500 ⁰⁰
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000 ⁰⁰	\$ 6,000 ⁰⁰
16	60" Manhole Extra Depth	18	VertFt	\$ 450 ⁰⁰	\$ 8,100 ⁰⁰
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 500 ⁰⁰	\$ 500 ⁰⁰
18	Manhole Removal	11	Each	\$ 2,000 ⁰⁰	\$ 22,000 ⁰⁰
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 1,800 ⁰⁰	\$ 14,400 ⁰⁰
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 160 ⁰⁰	\$ 83,360 ⁰⁰
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 165 ⁰⁰	\$ 206,745 ⁰⁰
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 175 ⁰⁰	\$ 90,125 ⁰⁰
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 190 ⁰⁰	\$ 29,640 ⁰⁰

REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 215 ⁰⁰	\$ 44,505 ⁰⁰
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 135 ⁰⁰	\$ 82,080 ⁰⁰
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 140 ⁰⁰	\$ 104,160 ⁰⁰
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 155 ⁰⁰	\$ 78,740 ⁰⁰
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 165 ⁰⁰	\$ 40,095 ⁰⁰
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 185 ⁰⁰	\$ 17,575 ⁰⁰
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 195 ⁰⁰	\$ 6,240 ⁰⁰
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 215 ⁰⁰	\$ 6,450 ⁰⁰
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 225 ⁰⁰	\$ 9,000 ⁰⁰
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 240 ⁰⁰	\$ 11,760 ⁰⁰
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 115 ⁰⁰	\$ 36,340 ⁰⁰
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 120 ⁰⁰	\$ 8,640 ⁰⁰ ②
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 135 ⁰⁰	\$ 13,500 ⁰⁰
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 150 ⁰⁰	\$ 8,400 ⁰⁰
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 80 ⁰⁰	\$ 1,760 ⁰⁰
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 85 ⁰⁰	\$ 2,890 ⁰⁰
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 100 ⁰⁰	\$ 1,200 ⁰⁰
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 645 ⁰⁰	\$ 248,325 ⁰⁰
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 40 ⁰⁰	\$ 800 ⁰⁰
TOTAL BASE BID					\$ 1,472,945⁰⁰

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
Taylor Construction	laurel, ms	Item #42	\$ 163,625 ⁰⁰
Suncoast	Jackson, ms	Item #10	\$ 30,000 ⁰⁰
Murphree Paving	Tupelo, ms	Item #8	16,250 ⁰⁰

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

REVISED by Addendum 1

09861

00 41 43

Bid Form

2023.04.21

Page 4 of 5

The bid security attached in the sum of Seventy-three thousand six hundred forty
Seven dollars and twenty-five cents — Dollars, (\$ 73,647.25) (5% of the Total Bid)
 is to become the property of the Owner in the event the contract and bond are not
 executed within the time set forth, as liquidated damages for the delay and additional
 expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

X Resident Contractor
 (See Information for Bidders)

Non-Resident Contractor

Respectfully submitted this the 26th day of April, 2023

By Sandra H. Omgren Title President

Company 4-D Construction, Inc.

Address P.O. Box 127 - Louisville, MS 39339

Phone 662-773-4739

Employer Identification No. 64-0808249

Email Address fourdconst@yahoo.com

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, 4 D Construction, Inc.
 as Principal, and Suretec Insurance 1330 Post Oak Blvd Suite 1100 Houston, TX 77056
 as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
 sum of Five Percent & no/100-----
5% for the payment of which, well
 and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

Signed, this 26th day of April, 2023

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the TUPELO HWY 45 SEWER OUTFALL.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal 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 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.

09861

00 43 13

Bid Bond

2022.04.11

Page 1 of 2

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.

Sandra H. Dempsey, President (L.S.)
 4 D Construction, Inc. Principal Sandra H. Dempsey President

Suretec Insurance

Surety

SEAL

By: Pamela G. Womack
 Pamela G. Womack Attorney in Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Pamela G. Womack, Steven C. Roberts

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



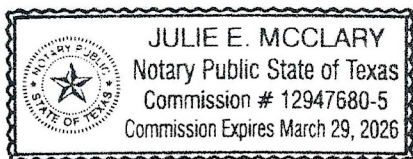
Markel Insurance Company

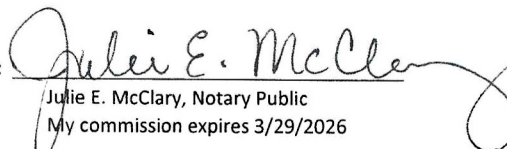
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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




By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 26th day of April 2023

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

BID FORM

Proposal of AREO CONSTRUCTION CORPORATION

(hereinafter called "Bidder"), organized and existing under the laws of the State of

TENNESSEE, doing business as A CORPORATION

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

#1 DATED APRIL 21, 2023

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

REVISED by Addendum 1

09861

00 41 43

Bid Form

2023.04.21

Page 1 of 5

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
TUPELO HWY 45 SEWER OUTFALL					
BASE BID					
1	Temporary Silt Fence	550	LinFt	\$ 5 ⁻	\$ 2,750 ⁻
2	Wattles	275	LinFt	\$ 8 ⁷⁵	\$ 2,406 ²⁵
3	Seeding & Mulching	5,140	LinFt	\$ 3 ⁶⁵	\$ 18,761 ⁻
4	Topsoil Restoration	180	LinFt	\$ 57 ⁴⁰	\$ 10,332 ⁻
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 64 ⁻	\$ 11,840 ⁻
6	Select Borrow Material	300	CuYd	\$ 15 ⁻	\$ 4,500 ⁻
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 64 ⁻	\$ 2,560 ⁻
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 280 ⁻	\$ 26,600 ⁻
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 525 ⁻	\$ 13,125 ⁻
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 3 ⁸⁰	\$ 21,356 ⁻
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 600 ⁻	\$ 12,000 ⁻
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,300 ⁻	\$ 86,000 ⁻
13	48" Manhole Extra Depth	65	VertFt	\$ 550 ⁻	\$ 35,750 ⁻
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,000 ⁻	\$ 6,000 ⁻
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000 ⁻	\$ 6,000 ⁻
16	60" Manhole Extra Depth	18	VertFt	\$ 675 ⁻	\$ 12,150 ⁻
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 5,000 ⁻	\$ 5,000 ⁻
18	Manhole Removal	11	Each	\$ 1,200 ⁻	\$ 13,200 ⁻
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 2,300 ⁻	\$ 18,400
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 164 ⁻	\$ 85,444 ⁻
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 167 ⁻	\$ 209,251 ⁻
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 169 ⁻	\$ 87,035 ⁻
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 170 ⁻	\$ 26,520 ⁻

REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 171 ⁻	\$ 35,397 ⁻
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 138 ⁻	\$ 83,904 ⁻
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 140 ⁻	\$ 104,160 ⁻
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 141 ⁻	\$ 71,628 ⁻
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 142 ⁻	\$ 34,506 ⁻
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 145 ⁻	\$ 13,775 ⁻
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 147 ⁻	\$ 4,704 ⁻
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 153 ⁻	\$ 4,590 ⁻
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 157 ⁻	\$ 6,280 ⁻
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 161 ⁻	\$ 7,889 ⁻
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 113 ⁻	\$ 35,708 ⁻
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 114 ⁻	\$ 8,208 ⁻
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 115 ⁻	\$ 11,500 ⁻
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 116 ⁻	\$ 6,496 ⁻
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 78 ⁻	\$ 1,716 ⁻
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 81 ⁻	\$ 2,754 ⁻
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 84 ⁻	\$ 1,008 ⁻
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1,023 ⁻	\$ 393,855 ⁻
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 186 ⁻	\$ 3,720 ⁻
TOTAL BASE BID					\$1,598,778²⁵

⑤ 1,598,778²⁵

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
Jackson Boring	167 Marisch Rd Oakfield, TN	Jack & Boie	232,925

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

REVISED by Addendum 1

09861

00 41 43

Bid Form

2023.04.21

Page 4 of 5

The bid security attached in the sum of 5% OF AMOUNT BID

_____ Dollars, (\$_____) (5% of the Total Bid)
is to become the property of the Owner in the event the contract and bond are not
executed within the time set forth, as liquidated damages for the delay and additional
expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor
(See Information for Bidders)

~~Non-Resident Contractor~~

Respectfully submitted this the 26TH day of APRIL, 2023.

By [Signature] Title President

JOHN H. BRYANT II
Company ARGO CONSTRUCTION CORPORATION

Address P.O. Box 4117 Cordova, TN 38006-4117

Phone (901) 753-3623

Employer Identification No. 62-1130525

Email Address BRYANT@ARGOCONSTRUCTIONCORP.COM

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Argo Construction Corporation
 as Principal, and Travelers Casualty and Surety Company of America
 as Surety, are hereby held and firmly bound unto CITY OF TUPELO, 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, our heirs, executors,
 administrators, successors and assigns.

Signed, this 26th day of April, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the TUPELO HWY 45 SEWER OUTFALL.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal 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 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.

09861

00 43 13

Bid Bond

2022.04.11

Page 1 of 2

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.

Argo Construction Corporation

(L.S.)
Principal JOHN A. BRYANT II / PRESIDENT

Farmers Casualty and Surety Company of America

Surety

SEAL

By: W. Joseph Lammell

W. Joseph Lammell, Attorney-in-Fact, Mississippi Nonresident Agent

By: Trina Cobb

Trina Cobb, Attorney-in-Fact, Mississippi Resident Agent
Fisher Bottrell Brown Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215-1490

09861

00 43 13

Bid Bond

2022.04.11

Page 2 of 2



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 **W. Joseph Lamme** of **MEMPHIS, Tennessee**, 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 **26th** day of **2023**



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.

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO HWY 45 SEWER OUTFALL
 Termini: CITY OF CORINTH
 Prime Consultant: ARGO CONSTRUCTION CORPORATION

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

135868
 EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

By JOHN A. RYANT II APRIL 26, 2023
 Authorized Officer or Agent Date
JOHN A. RYANT II PRESIDENT
 Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 26th day of April, 2023

Theresa Vaughn
 NOTARY PUBLIC My Commission Expires
 My Commission Expires: February 23, 2025

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.



EUBANK CONSTRUCTION CO., INC.

2011 North Second Street

Booneville, MS 38829

Certificate of Responsibility #: 24650 MC

Date of Expiration: January 12, 2024

Classification: Municipal and Public Works
Construction; Highway, Street and
Bridge Construction

SEALED BID TO:
CITY OF TUPELO

Bid for
TUPELO HWY 45 SEWER OUTFALL

Bid Date:
04/26/2023 @ 11:00 A.M.

COOK COGGIN ENGINEERS, INC.

3-09861
BID NO. 2023-019WL

ADDENDUM NO. 1
TO THE
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
TUPELO HWY 45 SEWER OUTFALL
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO HWY 45 SEWER OUTFALL dated MARCH 28, 2023, and shall remain in full force except as herein amended.

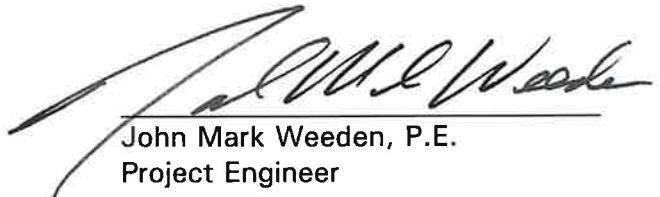
CONTRACT DOCUMENTS

1. REPLACE bound "00 41 43 Bid Form" with ATTACHED "00 41 43 Bid Form", marked "REVISED by Addendum 1".

PLANS

2. REPLACE issued Plan Sheet 06 with attached Plan Sheet 06, marked "REVISED by Addendum 1." Bored Steel Encasement changed to 24" x 0.500".

This the 21st day of April 2023.



John Mark Weeden, P.E.
Project Engineer

BID FORM

Proposal of EV BANK CONSTRUCTION CO, INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

MS, doing business as A CORPORATION

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

#1

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
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8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 100.00	\$ 9,500.00
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12	48" Manhole Vented Lid (0-6')	20	Each	\$ 6,500.00	\$ 130,000.00
13	48" Manhole Extra Depth	65	VertFt	\$ 250.00	\$ 16,250.00
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 7,200.00	\$ 7,200.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 7,500.00	\$ 7,500.00
16	60" Manhole Extra Depth	18	VertFt	\$ 400.00	\$ 7,200.00
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19	Manhole Abandonment in Unpaved Area	8	Each	\$ 600.00	\$ 4,800.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
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REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

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28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 145.00	\$ 73,660.00
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30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 165.00	\$ 15,675.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 215.00	\$ 6,880.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 225.00	\$ 6,750.00
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 450.00	\$ 18,000.00
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 500.00	\$ 24,500.00
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 105.00	\$ 33,180.00
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 120.00	\$ 8,640.00
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 130.00	\$ 13,000.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 150.00	\$ 8,400.00
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 65.00	\$ 1,430.00
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 73.00	\$ 2,482.00
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 90.00	\$ 1,080.00
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1125.00	\$ 433,125.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 36.00	\$ 720.00
TOTAL BASE BID					\$ 1,696,262.00

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
MEMPHIS LAND BORING	298 QUINCY DR., BYHAM, MS	BORING	\$224,000.00
MURPHY TREE PAVING	PO BOX 3291, TUPLO, MS	ASPHALT	\$7,700.00
M & M UNDERGROUND	RIPLEY, MS	CCTV	\$17,000.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

REVISED by Addendum 1

09861

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Bid Form

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The bid security attached in the sum of 5% OF BID
 _____ Dollars, (\$ _____) (5% of the Total Bid)
 is to become the property of the Owner in the event the contract and bond are not
 executed within the time set forth, as liquidated damages for the delay and additional
 expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

☒ Resident Contractor _____ Non-Resident Contractor
 (See Information for Bidders)

Respectfully submitted this the 26th day of APRIL, 2023

By [Signature] Title Vice President

Company EVERNK CONSTRUCTION CO, INC

Address 2011 N 2ND ST., BOONEVILLE, MS

Phone 662-728-2046

Employer Identification No. 831613489

Email Address alan.thompson@ec-inc.net

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

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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.

Eubank Construction Co., Inc.
2011 North Second Street, Booneville, MS 38829

 (L.S.)
Kevin Eubank, President **Principal**

Endurance Assurance Corporation
4 Manhattanville Road, Purchase, NY 10577 (914) 468-8000

Surety

SEAL

By:


Veronica Lawver, Attorney-in-Fact MS License No. 10778118



POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Charissa D. Lecuyer, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.


Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: 
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of April, 2023.

By: 

Daniel S. Lorie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO HWY 45 SEWER OUTFALL
 Termini: CITY OF CORINTH
 Prime Consultant: Eubank Construction Co. Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

137281

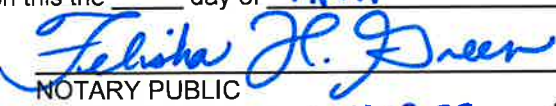
EEV* Company Identification Number [Required]

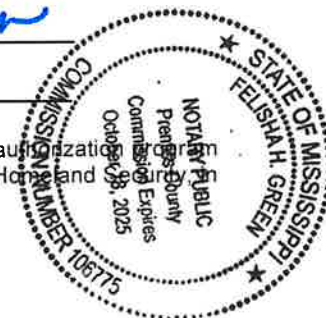
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:  4/26/23
 Authorized Officer or Agent Date

ALAN THOMPSON Vice President
 Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 26 day of April, 2023.


 NOTARY PUBLIC
 My Commission Expires: 10-18-25



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

BID FORM

Proposal of Southern Civil Contracting Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Alabama, doing business as Corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
TUPELO HWY 45 SEWER OUTFALL					
BASE BID					
1	Temporary Silt Fence	550	LinFt	\$ 2.75	\$ 1,512.50
2	Wattles	275	LinFt	\$ 9.00	\$ 2,475.00
3	Seeding & Mulching	5,140	LinFt	\$ 1.50	\$ 7,710.00
4	Topsoil Restoration	180	LinFt	\$ 30.00	\$ 5,400.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 90.00	\$ 16,650.00
6	Select Borrow Material	300	CuYd	\$ 25.00	\$ 7,500.00
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 90.00	\$ 3,600.00
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 125.00	\$ 11,875.00
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 175.00	\$ 4,375.00
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 7.00	\$ 39,340.00
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 450.00	\$ 9,000.00
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 6,500.00	\$ 130,000.00
13	48" Manhole Extra Depth	65	VertFt	\$ 475.00	\$ 30,875.00
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 8,500.00	\$ 8,500.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 8,500.00	\$ 8,500.00
16	60" Manhole Extra Depth	18	VertFt	\$ 775.00	\$ 13,950.00
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 6,406.50	\$ 6,406.50
18	Manhole Removal	11	Each	\$ 2,000.00	\$ 22,000.00
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 1,500.00	\$ 12,000.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 200.00	\$ 104,200.00
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 200.00	\$ 250,600.00
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 200.00	\$ 103,000.00
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 250.00	\$ 39,000.00

REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

Project # 09861

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 300.00	\$ 62,100.00
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 175.00	\$ 106,400.00
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 175.00	\$ 130,200.00
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 175.00	\$ 88,900.00
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 225.00	\$ 54,675.00
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 225.00	\$ 21,375.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 275.00	\$ 8,800.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 300.00	\$ 9,000.00
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 325.00	\$ 13,000.00
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 350.00	\$ 17,150.00
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 150.00	\$ 47,400.00
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 150.00	\$ 10,800.00
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 200.00	\$ 20,000.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 200.00	\$ 11,200.00
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 125.00	\$ 2,750.00
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 150.00	\$ 5,100.00
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 150.00	\$ 1,800.00
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 750.00	\$ 288,750.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 100.00	\$ 2,000.00
TOTAL BASE BID					\$ 1,789,869.00

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXX
VIDEO INDUSTRIAL SERVICE	BIRMINGHAM, AL	POST LONGER TV WORK	\$35,000.00
MEMPHIS ROAD PAVING - TAMMY SANCHEZ		GRIND + POLE	\$250,000.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

REVISED by Addendum 1

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Bid Form

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The bid security attached in the sum of Eighty Nine Thousand Four Hundred
Ninety Three + 45/100—Dollars, (\$ 89,493.45) (5% of the Total Bid)
 is to become the property of the Owner in the event the contract and bond are not
 executed within the time set forth, as liquidated damages for the delay and additional
 expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

 Resident Contractor
 (See Information for Bidders)



 Non-Resident Contractor

Respectfully submitted this the 26th day of April, 2023

By [Signature]

Title President

Company Southern Civil Contracting Inc

Address PO Box 2867 Tuscaloosa, AL 35403

Phone 205- 792-8653

Employer Identification No. 27-0410895

Email Address shenderson@southerncivilinc.com

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

09861

00 41 43

Bid Form

2023.04.21

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AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE April 27, 2023

SUBJECT: IN THE MATTER OF REAPPOINTMENT OF MR. CHARLES DUKE TO THE
NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS **JT**

Request:

I respectfully request your reappointment of Mr. Charles Duke to the Northeast Mississippi Regional Water Supply District Board of Commissioners. His current term expired on March 31, 2023 and this reappointment will be for an additional term of five (5) years.