REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

AUGUST 15, 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, August 15, 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 Kim Hanna filling in for Missy Shelton, Clerk of the Council. Council Member Beard led the invocation. Council Member Lynn Bryan led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Buddy Palmer, to approve the agenda and agenda order with the following additions and changes:

ADD #26 IN THE MATTER OF BID # 2023-035AD – COUNCIL CHAMBERS
ADD #27 IN THE MATTER OF BID #2023-033WL – NORTH GREEN STREET SUB STATION
ADD #28 IN THE MATTER OF APPROVAL OF CONTRACT WITH COOK AND SON LLC FOR BID # 2023-033WL
CHANGE THE DEMOLITON LIST BY DELETING 1207 MT. VERNON ROAD PARCEL # 076S-14-013-00

The vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Palmer said he was glad to see Tanner Newman back.

Council Member Jones also said she was glad to see Tanner Newman back. She encouraged Nettie Davis, “I am glad she could rest now.”

Council Member Gaston recognized her daughter, Katherine Servati, for being appointed by the Mississippi Supreme Court to the Access to Justice Commission.

Council Member Mims recognized the 19-under and 15-under girls' Tupelo Futbal Club teams. Both won their age groups at the Southern President’s Cup in Greenville, South Carolina and advanced to compete for the national championship at the United States Youth Soccer Association’s national tournament in Wichita, Kansas. Only two other Mississippi teams had previously competed in the national tournament. The 15-under girls team placed second in the nation.

Council Member Beard recognized Kim Hanna for filling for Missy Shelton at tonight's meeting.

MAYOR'S REMARKS

Mayor Todd Jordan recognized the girls of the Tupelo Futbal Club teams present at the meeting. He emphasized the hard work of the players and coaches and the support of the parents, and congratulated them on their high achievement.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Mr. Russell Fox, 3369 Winchester Circle, addressed the Council saying that the lot mowing is an unfair process, although his name was not on tonight's list. He was deferred to Dennis Bonds.

No one appeared to speak on the properties listed on the Final Lot Mowing list, as follows:

Parcel	Location
089J3118300	920 BLAIR ST
113B0602200	S GREEN ST
101B0219500	2607 BRYAN ST
101B0206400	2400 BRYAN ST
088N3312500	1003 KINGSLEY DR
088N3312700	1007 KINGSLEY DR
077Q3608100	1400 CENTRAL AVE
088J3301900	1171 KELLY ST
088J3301002	1203 KELLY ST
088J3302400	1210 KELLY ST
101A0223300	JASMINE CT
089E3018300	811 N MADISON ST
089E3017300	901 N MADISON ST
089F3002500	532 W BARNES ST
089F3005400	527 W BARNES ST
089N3100601	123 S INDUSTRIAL RD
089F3005000	517 W BARNES ST
089N3103600	903 W MAIN ST

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

No one appeared to speak on the following properties on the demolition list:

2773 ST. ANDREWS DRIVE	075J-21-041-00
2625 HAMPTON AVENUE	101A-02-064-00
5768 CHESTERVILLE ROAD	079T-29-022-01

CITIZEN HEARING

Patricia Ross, 103 Pinehill Drive, addressed the Council concerning the issue of large trees behind her house in her neighbor's yard.

IN THE MATTER OF COUNCIL MINUTES OF AUGUST 1, 2023

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the August 1, 2023 regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2023 AND DONATION OF $18,500 FROM JUST JESUS, INC.

Council Member Bryan moved, seconded by Council Member Mims, to approve Budget Amendment #9 for FY 2023 and accept a donation of $18,500 from Just Jesus, Inc. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – FIRE DEPARTMENT TRUCK

Council Member Gaston moved, seconded by Council Member Palmer, to approve an agreement between the MS Department of Homeland Security and the City of Tupelo and to authorize the mayor to sign the agreement - Fire Department Truck. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER PROPERTIES FOR DEMOLITION

Council Member Beard moved, seconded by Council Member Bryan, to approve the properties on the demolition list, with the exception of 2607 Mt. Vernon Road - 076S-14-013-00, for being a menace to the public health, safety and welfare in accordance with Mississippi Code Annotated 21-19-11. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF LIENS FOR LOT MOWING

Council Member Davis moved, seconded by Council Member Gaston, to approve Resolutions Assessing Judgment Liens Against Real Property for the Costs Associated with Lot Mowing in Accordance with Miss. Code Annotated § 21-19-11, for the following properties:

823 Shumacola Trail	101H-01-150-02
2972 Moore Avenue	105D-15-041-00

905 Allen Street	089J-31-212-00
910 Allen Street	089J-31-189-02

The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF CHANGE ORDER FOR STP-0430-00 (021) LPA / 107362-70100 CONSTRUCTION OF SIDEWALK CROSSINGS AT VARIOUS LOCATIONS IN TUPELO, MS PROJECT

Council Member Palmer moved, seconded by Council Member Jones, to approve change order #1 for STP-0430-00(021) LPA/107362-70100 Construction of Sidewalk Crossings at Various Locations in Tupelo, MS. This change order will add a total amount of $6,929.80. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF VEHICLE TRANSFER FROM WATER AND LIGHT TO PUBLIC WORKS

Council Member Davis moved, seconded by Council Member Gaston, to approve the transfer of a 2010 Ford F250 3/4-ton pickup, VIN 0929, from Tupelo Water & Light to the Public Works Department. APPENDIX H

IN THE MATTER OF BID APPROVAL OF ARPA PROJECT - GUM TREE PARK DRAINAGE IMPROVEMENTS 2023-029PW

The City advertised and accepted bids for ARPA project - Bid #2029-32PW – Gum Tree Park Drainage Improvements. Multiple bids were received with the lowest and best bid being from Townes Construction in the amount of $413,736.00. Council Member Davis moved, seconded by Council Member Palmer, to award the bid to Townes Construction. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF APPROVAL OF AN ORDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT'S SERVICE PRACTICE STANDARDS: SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE, APPENDIX A: SCHEDULE OF RATES, CHARGES AND FEES: CUSTOMER SERVICE CHARGES

Council Member Palmer moved, seconded by Council Member Gaston, to approve an Ordinance Amending the Tupelo Water & Light Department's Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges. The vote was unanimous in favor. APPENDIX J

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

Council Member Mims moved, seconded by Council Member Bryan, to approve an Ordinance Amending the Tupelo Water & Light Department's Electric Rates. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF CVB BOARD MINUTES AUGUST 1, 2023

Council Member Palmer moved, seconded by Council Member Davis, to approve the minutes of the August 1, 2023, CVB Board meeting. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF APPOINTMENT OF EMILY ELLIOT TO CVB BOARD

Council Member Bryan moved, seconded by Council Member Davis, to approve the Mayor's appointment of Emily Elliot to the CVB Board for a two-year term starting August 2023 representing the Tupelo Restaurant Association. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF CONTRACT APPROVAL FOR THE DEPOT (FARMERS MARKET) AUTHORIZING MAYOR TO EXECUTE DOCUMENTS

Council Member Bryan moved, seconded by Council Member Palmer, to approve a contract with Tek1 Studio to design The Depot (Farmer's Market) and to authorize the Mayor to sign all documents. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF CONTRACT APPROVAL WITH PRYOR MORROW AND AUTHORIZE MAYOR TO EXECUTE DOCUMENT

Council Member Gaston moved, seconded by Council Member Mims, to approve a professional service contract with Pryor Morrow architects to design Fire Station 5 and to authorize the Mayor to sign the necessary documents. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF AN ORDER AUTHORIZING THE ISSUANCE OF A CREDIT CARD TO THE MAYOR FOR USE RELATED TO HIS OFFICIAL TRAVEL AND FOR OTHER EXPENSES RELATED TO THE OFFICIAL TRAVEL OF OTHER EMPLOYEES AND OFFICIALS OF THE CITY OF TUPELO

Council Member Davis moved, seconded by Council Member Bryan, to approve an Order Authorizing the Issuance of a Credit Card to the Mayor for Use Related to His Official Travel and for Other Expenses Related to the Official Travel of Other Employees and Officials of the City of Tupelo. All expenses charged to this card will be verified and receipts will be provided for any payments. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF APPOINTMENT OF STEPHANIE COOMER AS DIRECTOR OF CONVENTION AND VISITORS BUREAU

Council Member Davis moved, seconded by Council Member Palmer, to approve the appointment of Stephanie Coomer as the Director of the Convention and Visitors Bureau, effective immediately. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF APPOINTMENT OF TANNER NEWMAN AS DIRECTOR OF DEPARTMENT OF DEVELOPMENT SERVICES

Council Member Palmer moved, seconded by Council Member Jones, to approve the appointment of Tanner Newman as Director of the Department of Development Services, effective immediately. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF ORDER AUTHORIZING SMALL EXPENDITURE TO MATCH SECTION 42 AND/OR HISTORIC TAX CREDITS FUNDS FOR CARNATION PLANT RENOVATIONS PROJECT

Council Member Bryan moved, seconded by Council Member Davis, to approve an Order Authorizing Small Expenditure to Match Section 42 and/or Historic Tax Credits Funds for Carnation Plant Renovations Project. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF ORDER CORRECTING MINUTES OF 9-6-2022

Council Member Bryan moved, seconded by Council Member Mims to approve an Order Correcting the Minutes of the September 6, 2022, Council Meeting. The changes to the minutes will only involve the correction of appendices. The vote was unanimous in favor. APPENDIX T

IN THE MATTER OF BID # 2023-035AD - COUNCIL CHAMBER RENOVATIONS

The City accepted bids for bid # 2023-035AD - Council Chamber Renovations. Multiple bids were received with the lowest and best bid being from CIG Contractors, Inc. in the amount of $338,600.00. Council Member Davis moved, seconded by Council Member Mims, to award the bid to CIG Contractors, Inc. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF BID # 2023-033WL - NORTH GREEN STREET SUB STATION

The City accepted bids for bid # 2023-033WL- North Green Street Sub Station. Multiple bids were received with the lowest and best bid being from Cook and Son, LLC, in the amount of $638,934.92. Council Member Davis moved, seconded by Council Member Palmer, to award the bid to Cook and Son, LLC. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF APPROVAL OF CONTRACT WITH COOK AND SON LLC FOR BID # 2023-033WL

Council Member Bryan moved, seconded by Council Member Palmer, to approve the contract with Cook and Son, LLC for Bid # 2023-033WL - North Green Street Sub Station in the amount of $638,934.92. The vote was unanimous in favor. APPENDIX W

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Davis moved, seconded by Council Member Jones, to adjourn the meeting at 6:40 PM.

This the 15th day of August, 2023.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

9-13-2023
Date

CHECK INFORMATION FOR COUNCIL MEETING
August 15, 2023

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-419743-419751;419752-420065 50002347-50002374

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

City of Tupelo
Fy 2023 Budget Revision #9

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2023 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,564,566		7,564,566
Licenses & Permits	1,190,500		1,190,500
Intergovernmental Revenues	34,529,651	2,302,740	36,832,391
Charges for Services	628,000		628,000
Fines & Forfeits	621,000		621,000
Interest Income & Misc. Revenues	703,760		703,760
Other Financing Resources	255,322		255,322
Unreserved Fund Balance	3,604,422	-	3,604,422
Total General Fund Revenues	**49,097,221**	**2,302,740**	**51,399,961**

Purpose: To budget for use tax revenue (2,292,740) and a grant from the Dept of Archives (10,000).

Expenditures:

City Council			
Personnel	304,341		304,341
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
Total City Council	**515,991**	**-**	**515,991**

Purpose:

Executive Dept.			
Personnel	967,625		967,625
Supplies	30,000		30,000
Other Services & Charges	304,850		304,850
Capital	-	-	-
Total Executive Dept.	**1,302,475**	**-**	**1,302,475**

Purpose:

City Court			
Personnel	973,567		973,567
Supplies	32,300		32,300
Other Services & Charges	109,154		109,154
Capital	-	-	-
Total City Court	**1,115,021**	**-**	**1,115,021**

Purpose:

APPENDIX B

	Original Budget	Amendment	Amended Budget
Finance Department			
Personnel	866,256		866,256
Supplies	27,150		27,150
Other Services & Charges	555,897		555,897
Capital	286,532	-	286,532
Total Finance Department	**1,735,835**	**-**	**1,735,835**
Purpose:			
CVB			
Personnel	156,445	-	156,445
Total CVB Expenditures	**156,445**	**-**	**156,445**
Purpose:			
Human Resources			
Personnel	339,009		339,009
Supplies	4,100		4,100
Other Services & Charges	126,900		126,900
Capital	-	-	-
Total Human Resources	**470,009**	**-**	**470,009**
Purpose:			
Development Services			
Personnel	1,597,389		1,597,389
Supplies	50,868		50,868
Other Services & Charges	193,300		193,300
Capital	2,132	-	2,132
Total Development Services	**1,843,689**	**-**	**1,843,689**
Purpose:			
Police Dept			
Personnel	9,879,791		9,879,791
Supplies	772,486		772,486
Other Services & Charges	1,787,019		1,787,019
Capital	576,582	-	576,582
Total Police Dept.	**13,015,878**	**-**	**13,015,878**
Purpose:			
Fire Dept			
Personnel	7,069,017		7,069,017
Supplies	403,974		403,974
Other Services & Charges	309,600	25,000	334,600
Capital	10,000	-	10,000
Total Fire Dept.	**7,792,591**	**25,000**	**7,817,591**

Purpose: To budget for unexpected repairs for a Fire Truck.

	Original Budget	Amendment	Amended Budget
Public Works			
Personnel	3,194,671		3,194,671
Supplies	406,100		406,100
Other Services & Charges	2,255,390		2,255,390
Capital	17,000	-	17,000
Total Public Works	**5,873,161**	**-**	**5,873,161**
Purpose:			
Parks & Recreation			
Personnel	2,237,912		2,237,912
Supplies	441,000		441,000
Other Services & Charges	1,154,533		1,154,533
Capital	130,500	-	130,500
Total Parks & Rec	**3,963,945**	**-**	**3,963,945**
Purpose:			
Aquatics Facility			
Personnel	474,713		474,713
Supplies	98,500		98,500
Other Services & Charges	462,000		462,000
Capital	10,000	-	10,000
Total Aquatics Facility	**1,045,213**	**-**	**1,045,213**
Purpose:			
Museum			
Personnel	144,794		144,794
Supplies	9,000		9,000
Other Services & Charges	40,100		40,100
Capital	5,000	-	5,000
Total Museum	**198,894**	**-**	**198,894**
Purpose:			
Community Services	**1,068,172**	**10,000**	**1,078,172**
Purpose: To budget for expected expenditures related to the Department of Archives grant received for the Spain House.			
Debt Service	**325,480**	**-**	**325,480**
Purpose:			
Other Financing Uses	**8,544,835**	**2,292,740**	**10,837,575**
Purpose Transfer use tax received in July to the capital fund for street milling & overlay.			
Reserves	**129,587**	**(25,000)**	**104,587**
Total General Fund Expenditures	**49,097,221**	**2,302,740**	**51,399,961**

APPENDIX B

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,352,972		1,352,972
Transfer from Other Funds	9,990,293	2,292,740	12,283,033
Donations	200,000	18,500	218,500
Bond Proceeds	-		-
Unreserved Fund Balance	10,196,688	-	10,196,688
Total Revenues	21,739,953	2,311,240	24,051,193
Purpose:			
Expenditures			
Other Services & Charges			
Maintenance Projects	317,782		317,782
Street Overlay	4,492,247	2,292,740	6,784,987
Neighborhood Revitalization	677,771		677,771
Traffic Calming	120,000		120,000
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	5,607,800	2,292,740	7,900,540
Capital			
Infrastructure Improvements	7,958,154		7,958,154
Purchase of Property	932,500		932,500
Equipment	1,095,954		1,095,954
Building Improvements	2,353,387		2,353,387
Park Improvements	2,606,772	18,500	2,625,272
Vehicles	581,807		581,807
Police Vehicles/Equipment	373,739		373,739
Fire Equipment/Trucks	229,840		229,840
Contingencies(Grant Matches)	-	-	-
Total Capital	16,132,153	18,500	16,150,653
Other Financing Uses	-	-	-
Total Expenditures	21,739,953	2,311,240	24,051,193

Purpose: To budget for the use tax transferred from the general fund and to purchase a wheel-chair swing with donated funds.

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

Approved:

Travis Beard

President of the Council
City of Tupelo

Attest:

Missy Shelton

Clerk of the Council

Todd Jordan

Mayor
City of Tupelo

Attest:

Kevin Hanna

City Clerk

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY
HOMELAND SECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Tupelo Fire Department

Project Title: Homeland Security Grant Program

Grant Period: August 1, 2023-July 31, 2024 **Date of Award:** August 1, 2023

Total Amount of Award: $101,768.00 **Grant Number:** 21HS366R

In accordance with the provisions of Federal Fiscal Year 2021 Homeland Security Grant Program, the Mississippi Office of HomelandSecurity (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2021-SS-00014-S01. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **August 25, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal lawsand regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Todd Jordan 8/23/23

Signature of Authorized Signatory Official

7/27/23

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY

FY21 HOMELAND SECURITY GRANT PROGRAM
GRANT AGREEMENT AND AWARD PACKET

APPENDIX C

FY21 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:
Tupelo Fire Department

Mailing Address:
71 E. Troy Street
Tupelo, MS 38804

Telephone Number:
662-841-6565

E-Mail: abby.christian@tupeloms.gov

2. Effective Date of Grant: August 1, 2023

3. Sub-Recipient Grant Number: 21HS366R

4. Grant Identifier (Funding Source & Year):
EMW-2021-SS-00014-S01

5. Period of Performance: Start and End Dates:
August 1, 2023-July 31, 2024

6. Subgrant Payment Method:
X Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security Grant Program

8. UEI # - DK9PFM6XSDR7

9. Congressional District: 1

10. FAIN #: 646000779

11. Initial Federal Award Date: October 1, 2020

12. Federal Awarding Agency: Homeland Security (800)368-6498

13. Research and Development Grant:
____Yes __X__No

14: Indirect Cost Rate Charged: $0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	$0.00	(1) Federal	$101,768.00	$0.00	100%
(2) Personal Services-Fringe	$0.00	(2) State	$0.00	$0.00	0%
(3) Contractual Services	$0.00	(3) Local	$0.00	$0.00	0%
(4) Travel	$0.00	(4) Other	$0.00	$0.00	0%
(5) Equipment	$101,768.00	Total:	$101,768.00	$0.00	100%
(6) Commodities/Supplies	$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	$0.00	Number of Grants:	FY19	FY20	FY21
TOTAL	$101,768.00	TOTAL:	$	$	$101,768.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

Signature 7/27/23 Date

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

15. Approval from Sub-Recipient:

Signature Date 8/23/23

Name: Todd Jordan
Title: Authorized Signatory Official

APPENDIX C

FY21 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY21 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:
Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:
Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:
Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:
Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:
Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY21 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over $5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (October 1-December 31). Due to MOHS January 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

- Submit 1st Quarter Report to MOHS. Due January 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (January 1-March). Due to MOHS April 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3RD QUARTER (APRIL, MAY & JUNE)

- Submit 2nd Quarter Report to MOHS. Due April 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (April 1-June). Due to MOHS July 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY21 PROGRAM MILESTONE SCHEDULE

4th QUARTER (July, August & SEPTEMBER)

- Submit 3rd Quarter Report to MOHS. Due July 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (October 1-November 1)

- Submit 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Prepare Closeout Documents and submit to MOHS. Due November 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

APPENDIX C

FY21 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Tupelo Fire Department			
2. Sub-Recipient Grant Number: R	3. Grant ID: 21HS366R	4. Beginning: August 1, 2023	5. Ending: July 31, 2024
6. Activity: Homeland Security Grant Program			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		$0.00	$0.00	$0.00
Personal Services-Fringe		$0.00	$0.00	$0.00
Contractual Services		$0.00	$0.00	$0.00
Travel		$0.00	$0.00	$0.00
Equipment	5500 Crew Crab @ $78,830.00 Upfit package @ $22,938.00	$101,768.00	$0.00	$101,768.00
Commodities/Supplies		$0.00	$0.00	$0.00
Other:		$0.00	$0.00	$0.00

TOTALS	$101,768.00	$0.00	$101,768.00

APPENDIX C

MISSISSIPPI OFFICE HOMELAND SECURITY
GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2022 and the Department of Homeland Security Appropriation Act. 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202022.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

s Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

APPENDIX C

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

APPENDIX C

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U .S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

APPENDIX C

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred

or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (https://www.sam.gov/portal/public/SAM/). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.

4. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace.
   (b) The Subrecipient's policy of maintaining a drug-free workplace.
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
   (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.

2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.

3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

   a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.

   b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

   a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.

   b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

   c. Provides information for planning, control, and evaluation of direct and indirect costs.

   d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:
   a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
      i. having new or substantially changed systems
      ii. having new compliance personnel
      iii. loss of license or accreditation to operate program
      iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain.
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.

2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.

3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.

4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.

5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).

6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.

7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.

8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.

9. The designated representative certifies that he/she has legal authority to receive assistance.

10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.

11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.

12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.

13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.

15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.

17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.

18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.

19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.

20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.

21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 30 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
October 1-December 31	1st Quarter	January 15
January 1-March 31	2nd Quarter	April 15
April 1-June 30	3rd Quarter	July 15
July 1-September 30	4th Quarter	October 15
Closeout	Closeout	November 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

APPENDIX C

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.

27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.

29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.

31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.

32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.

33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.

35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.

38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).

40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.

41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.

44. Adequate maintenance procedures must be developed to keep the property in good and working condition.

45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.

46. Costs for equipment items are allowable only as part of a comprehensive program effort.

47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.

48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.

50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

APPENDIX C

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.

55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.

56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.

61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

APPENDIX C

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, City of Tupelo (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:
ATTESTS:

Todd Jordan	8/23/23
Authorized Signatory Official's Signature: (Sub-Recipient)	**Date:**
Todd Jordan	Mayor
Authorized Signatory Official's Printed Name:	**Organizational Title:**

UEI Number: DK9PFM1EXSDR7

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____ **Date:** 7/27/23
Executive Director/SAA
Mississippi Office of Homeland Security

APPENDIX C

Appendix Documents

APPENDIX C

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: City of Tupelo **Grant Number:** 21HS36662R

Agency Address: 71 E. Troy St., Tupelo, MS 38804

Agency Phone Number: 662-841-6565 **Agency Fax Number:** 662-840-2579

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Abby Christian **Title:** Grant Administrator
(Designated Sub-Recipient Grant Administrator)

Phone Number: 662-841-6565

Email Address: abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: Abby Christian

APPENDIX C

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Kim Hanna **Title:** CFO
(Sub-Recipient Financial Officer)

Phone Number: 662-841-6502

Email Address: kim.hanna@tupeloms.gov

Signature of Sub-Recipient Financial Officer: Kim Hanna

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Todd Jordan **Title:** Mayor
(Grant Authorized Signatory Official)

Phone Number: 662-841-6413

Email Address: todd.jordan@tupeloms.gov

Signature of Authorized Signatory Official: Todd Jordan

APPENDIX C

Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The **(agency/department name)** City of Tupelo has authorized and approved **(print designated sub-recipient grant administrator official name)** Abby Christian to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: Abby Christian **Title:** Grant Administrator
(Designated Sub-Recipient Grant Administrator)

Agency Name: City of Tupelo

Mailing Address: 71 E. Troy St.

City: Tupelo **Zip Code:** 38804

Telephone Number: 662-841-6565 **Fax Number:**

Email Address: abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator:

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: **(Mayor, Board President, Commissioner, Director, Superintendent)**

Authorized Signatory Official Signature:

Title: Mayor

Date: 8/23/23

APPENDIX C

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

This prime mover will be used to move specialty equipment and personnel in the event of a natural or man-made disaster. This equipment would range from structual collapse equipment, hazmat equipment, rope rescue equipment, wide area search, water rescue equipment, etc. These upfit items will add communication devices to this prime mover, logistical enhancements with the additional fuel tank, and various size hookups for different style trailers. All of these upgrades will further enable this prime mover to assist in a greater response to natural or man-made disasters, turning this prime mover into a rapid response vehicle for our task force area.

Upon contract execution, the City of Tupelo SGAwill initiate reverse bids adn make sure all state procurement practices are followed. Upon closing of bids, we will issue a purchase order, receive an invoice, and pay that invoice upon receipt of item. Then the SGA will inventory our vehicle, applying the appropriate tag adn populating the inventory sheet.

Quarterly, the SGA will complete the quarterly and progrommatic reports and return to the Program Manager.

Upon completion of all grant activities, the SGA will submit a closeout form and inventory form, along with all purchase orders, quotes, invoices, check copies, and photos to the Program Manager.

APPENDIX C

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending http://www.usaspending.gov/ per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	City of Tupelo
City	Tupelo
Zip Code +4 Digits (Required)	38804
Unique Entity Identification (UEI) #	DK9PFMLGXSDR7
Amount of Award:	$101,768.00

Section 2: Compensation Information: Answer only is award is $30,000.00 or more in federal funds)

1. More than 80% of the Agency organization's annual gross revenue are federal funds.
   _____ Yes (If yes, proceed to Question 2)
   _X_ No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
   _____ Yes (If Yes, proceed to Question 3)
   _X_ No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
   _____ Yes (If Yes, proceed to Table)
   _____ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Todd Jordan
Authorized Signatory Official (Signature)

8/23/23
Date

Todd Jordan
Authorized Signatory Official (Printed Name)

Mayor
Title

APPENDIX C

Item # 1 and 9

Final Lot Mowing Report for 08/15/23

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44636	089J3118300	920 BLAIR ST	FISHER CHARLES	2409 21ST AVE N	COLUMBUS, MS 39701	SB
2.	44637	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
3.	44647	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	RS
4.	44666	101B0206400	2400 BRYAN ST	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
5.	44672	088N3312500	1003 KINGSLEY DR	WEBB DEAN & STEVE WHITEHEAD & MELVIN T S	1140 CR 811	SALTILLO, MS 38866	RS
6.	44678	088N3312700	1007 KINGSLEY DR	ZEGARRA FRANCY P OSORIO	610 N PARK ST UNIT 1	TUPELO, MS 38804	RS
7.	44730	077Q3608100	1400 CENTRAL AVE	ACC TAX SALES PROPERTIES LLC DBA BOAZ TA	4905 B POPLAR SPRINGS DRIVE	MERIDIAN, MS 39305	SB
8.	44758	088J3301900	1171 KELLY ST	GAMIEL MOHAMED	115 CR 1850	TUPELO, MS 38804	RS
9.	44760	088J3301002	1203 KELLY ST	RODAS CLAUDIA & LAURO ALBERTO RODAS	1009 HOOVER ST	TUPELO, MS 38801	RS
10.	44761	088J3302400	1210 KELLY ST	SANDERS SHEILA	2512 SOUTH GLOSTER	TUPELO, MS 38801	RS
11.	44763	101A0223300	JASMINE CT	SPRING LAKE RANCH HOMEOWNERS ASSOC	P O BOX 3182	TUPELO, MS 38803	DS
12.	44764	089E3018300	811 N MADISON ST	FIELDER ARTHUR JAFA JR & ROWENA	5203 GOLF VALLEY WAY	STONE MOUNTAIN, GA 30088	SB

APPENDIX D

Item # 1 and 9

Final Lot Mowing Report for 08/15/23

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13.	44765	089E3017300	901 N MADISON ST	HODGE HUSHEL	901 N MADISON ST	TUPELO, MS 38804	SB
14.	44766	089F3002500	532 W BARNES ST	CHRISTIAN CAREPLEX	906 N MADISON ST	TUPELO, MS 38804	SB
15.	44767	089F3005400	527 W BARNES ST	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	SB
16.	44770	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC DBA BOAZ TA	4905 B POPLAR SPRINGS DRIVE	MERIDIAN, MS 39305	SB
17.	44771	089F3005000	517 W BARNES ST	ROBINSON ANGELA	146 12TH STREET	RICHMOND, CA 94801	SB
18.	44772	089N3103600	903 W MAIN ST	FIVE TALENTS PROPERTIES OF MS 1 LLC	P O BOX 535	CRESTVIEW, FL 32536	SB
19.							
20.							
21.							
22.							
23.							
24.							

APPENDIX D

AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE August 10, 2023

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

Request: DRB

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

2773 St. Andrews Drive	075J-21-041-00
2607 Mt. Vernon Road	076S-14-013-00
2625 Hampton Avenue	101A-02-064-00
5768 Chesterville Road	079T-29-022-01

HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI **COMPLAINT NO. 44388**

Vs.

KEVIN BARBER AND SHANNON BARBER

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 **2773 ST. ANDREWS CIRCLE, PARCEL #075J-21-041-00, Tupelo MS,** 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 **08/15/2023, 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.

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 31ST DAY OF JULY, 2023.

Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION
2773 SAINT ANDREWS DRIVE

BASIC INFORMATION

- PARCEL: 075J-21-041-00
- CASE: 44388
- WARD: 1
- TAX VALUE: $302,710
- VACANT: YES
- REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	$243,480
Left side	$179,340
Rear	$325,710
Across street	$339,060

TAXES/LIENS

Taxes – CURRENT	NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

- STRUCTURAL DAMAGE OR FAILURE - YES
- EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- BROKEN WINDOWS\DAMAGED DOORS – YES
- YARD OR GROUNDS POORLY MAINTAINED – YES
- ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- PRIOR VIOLATIONS NONE
- CURRENT STATUS –OWNERS HAVE MOVED
- Fire occurred on 2/26/22 in the early morning. The owners have moved. They have been in contact and say they are working with the insurance company to have the house demolished.

06/28/2023

BARBER KEVIN L & SHANNON D
2773 ST ANDREWS
BELDEN, MS 38826

Re: CASE # 44388
2773 SAINT ANDREWS DR,
PARCEL NUMBER: 075J2104100

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE DEMOLITION 21-19-11	REPAIR OR DEMOLISH

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 8/26/23	**REINSPECTION DATE: 8/26/23**

Thank you in advance for your compliance. If you have questions, please call 662.587.7236.

Sincerely,

LYNDA FORD
Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCUDED)

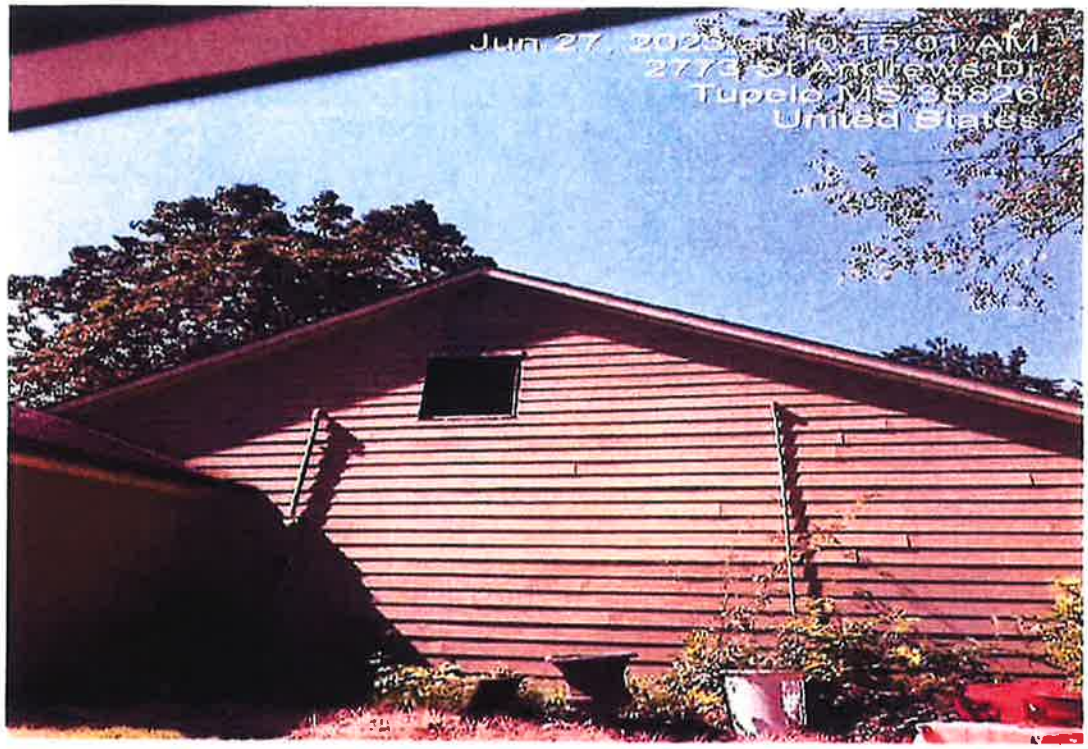
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

(2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars ($1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

(2) Each day that a violation continues shall constitute a separate and distinct violation or offense.

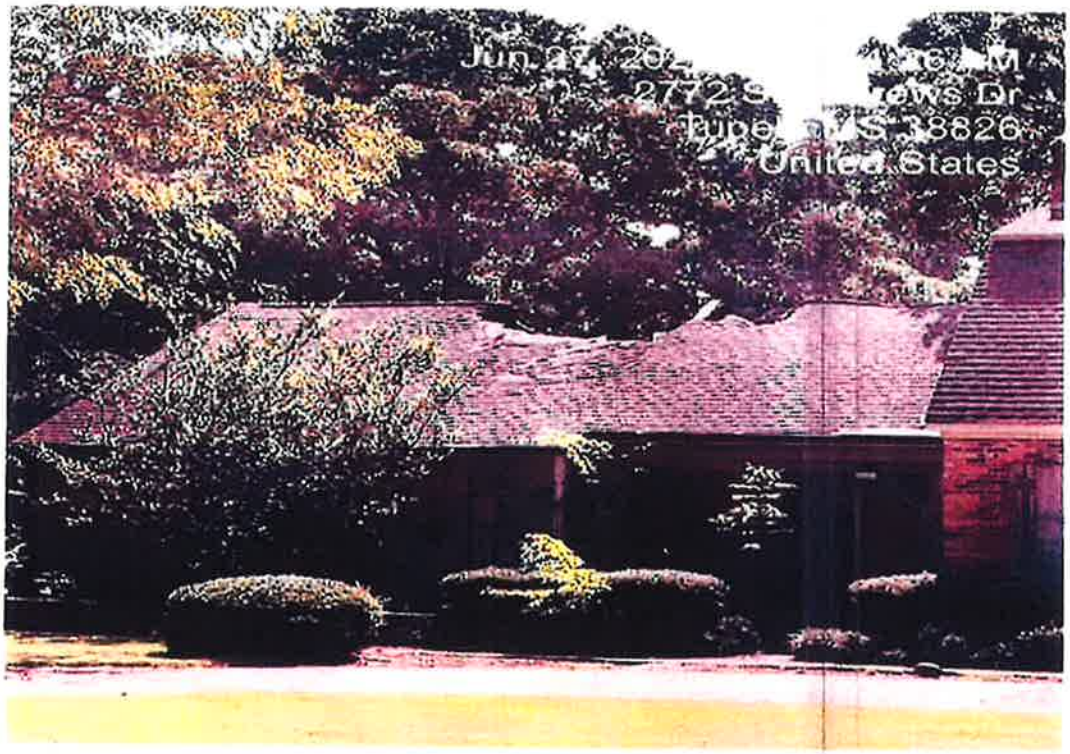
EXHIBIT
A

APPENDIX E

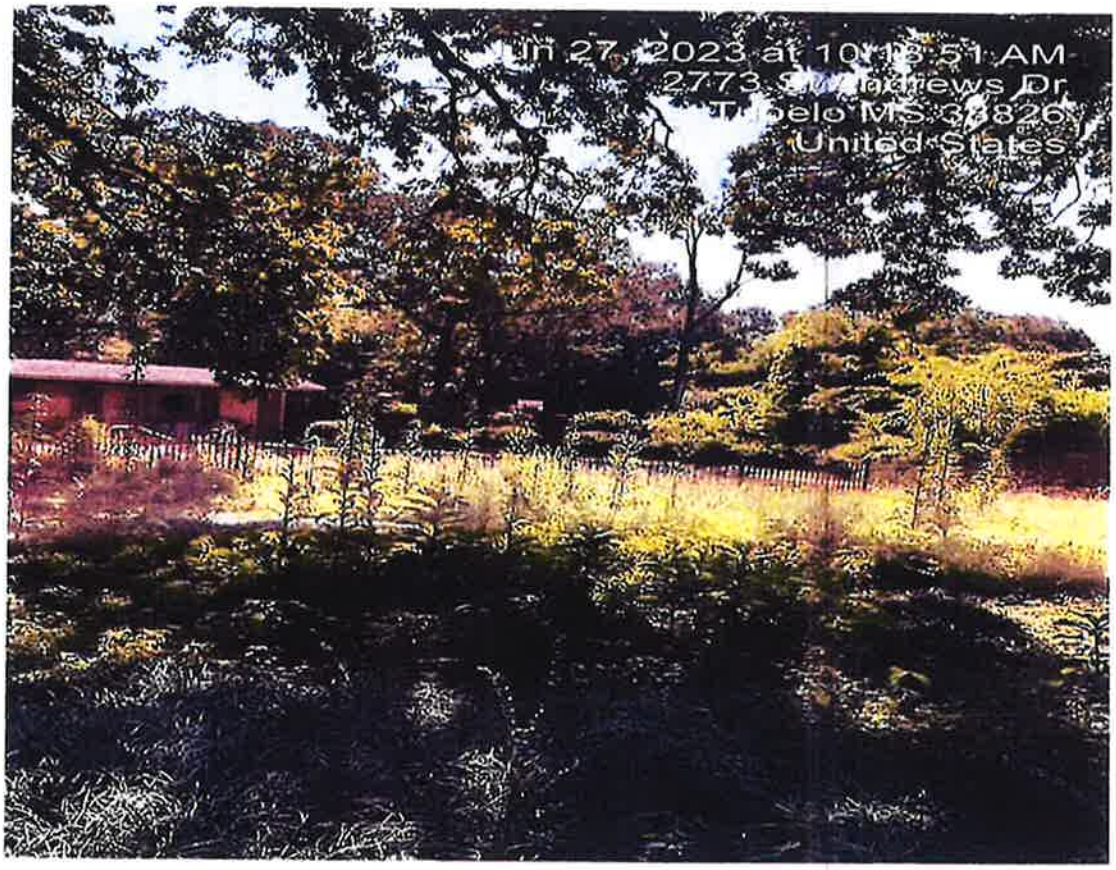


APPENDIX E

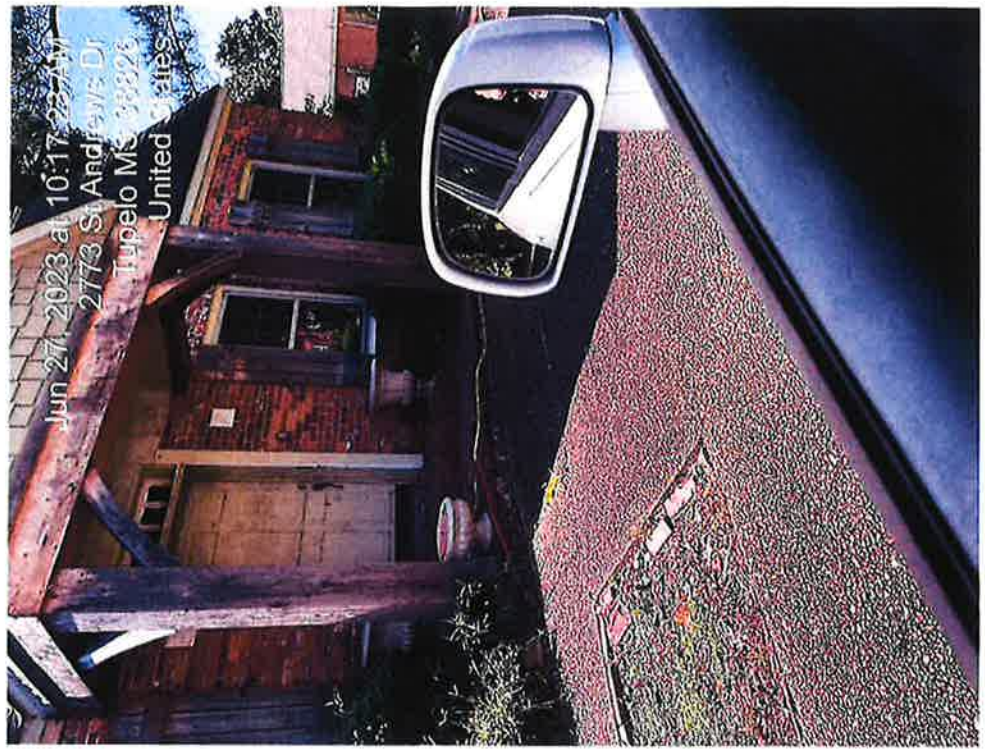
EXHIBITS



APPENDIX E

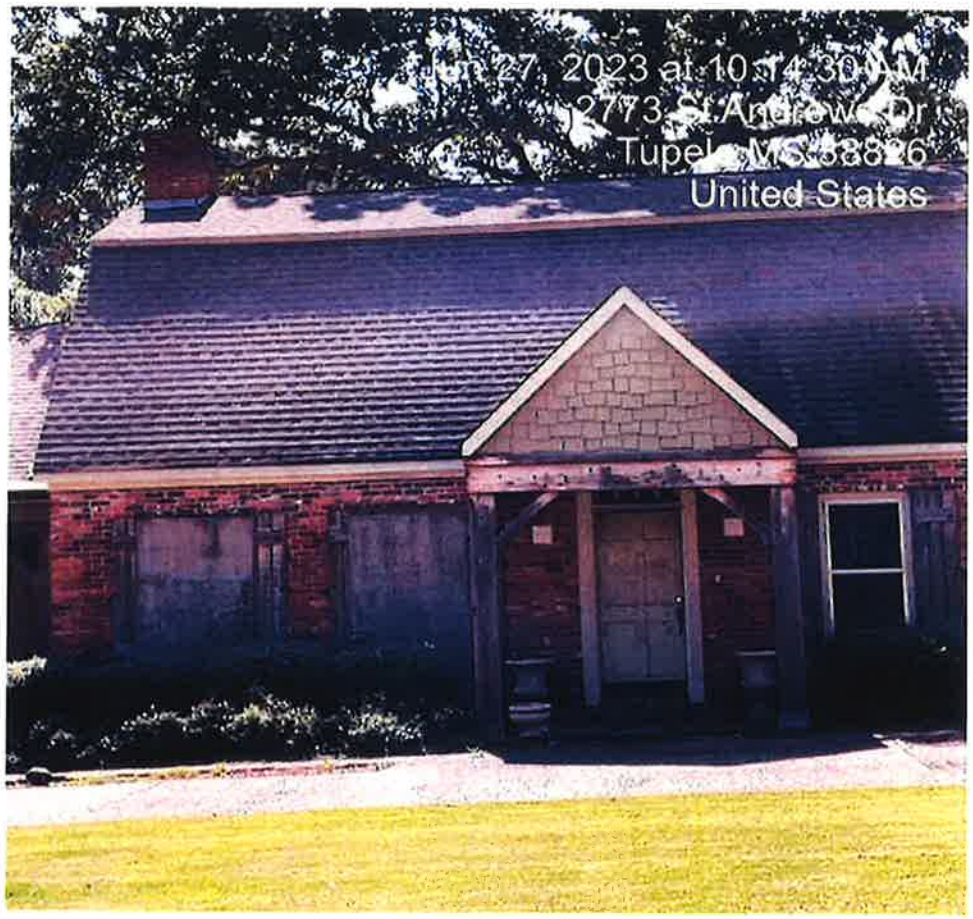

Jun 27, 2023 at 10:18:51 AM
2773 S Andrews Dr
Tupelo MS 38826
United States

APPENDIX E


Jun 27, 2023 at 10:17:22 AM
2773 St Andrews Dr
Tupelo MS 38826
United States


Jun 27, 2023 at 10:18:00 AM
2773 St Andrews Dr
Tupelo MS 38826
United States

APPENDIX E


Jun 27, 2023 at 10:14:30 AM
2773 St Andrews Dr
Tupelo, MS 38826
United States


Jun 27, 2023 at 10:16:05 AM
2772 St Andrews Dr
Tupelo MS 88826
United States

APPENDIX E

HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI **COMPLAINT NO. 44140**

Vs.

**LINDA SUE ROBERTS ESTATE AND ANY PERSON
CLAIMING ANY LEGAL OR EQUITABLE INTEREST
IN PROPERTY LOCATED AT 2625 HAMPTON AVENUE**

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 **2625 HAMPTON AVENUE PARCEL #101A-02-064-00, Tupelo** MS, 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 **08/15/2023, 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.

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 31ST DAY OF JULY, 2023.

Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

840002

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION
2625 HAMPTON AVENUE

BASIC INFORMATION

- PARCEL: 101A-02-064-00
- CASE: 44140
- WARD: 06
- TAX VALUE: $110,540
- VACANT: NO
- REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	$112,730
Left side	$99,890
Rear	$81,870
Across street	$99,090

TAXES/LIENS

Taxes – ARREARS	NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

- STRUCTURAL DAMAGE OR FAILURE - YES
- EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- BROKEN WINDOWS\DAMAGED DOORS – NO
- YARD OR GROUNDS POORLY MAINTAINED – YES
- ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- PRIOR VIOLATIONS 13
- CURRENT STATUS –OWNER LIVES IN HOUSE
- This property has been in bad shape since 2012. The pool has been drained by the property owner a number of times but it is no longer being maintained. It is filling up and is a health hazard. The grounds are overgrown. This is posing a problem for the neighborhood and they consistently file complaints. The city has received no response to visits or correspondence.

05/15/2023

DANIEL ROBERTS
2625 HAMPTON
TUPELO, MS 38801

Re: CASE # 44140
2625 HAMPTON AVE,
PARCEL NUMBER: 101A0206400

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	FAILURE TO MAINTAIN THE PROPERTY.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE:
05/31/2023	05/31/2023

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

David Shelton 871-2027
DAVID SHELTON
Code Enforcement

IPMC SEC 110 - DEMOLITION (110.1-110.4
SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCUDED)

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

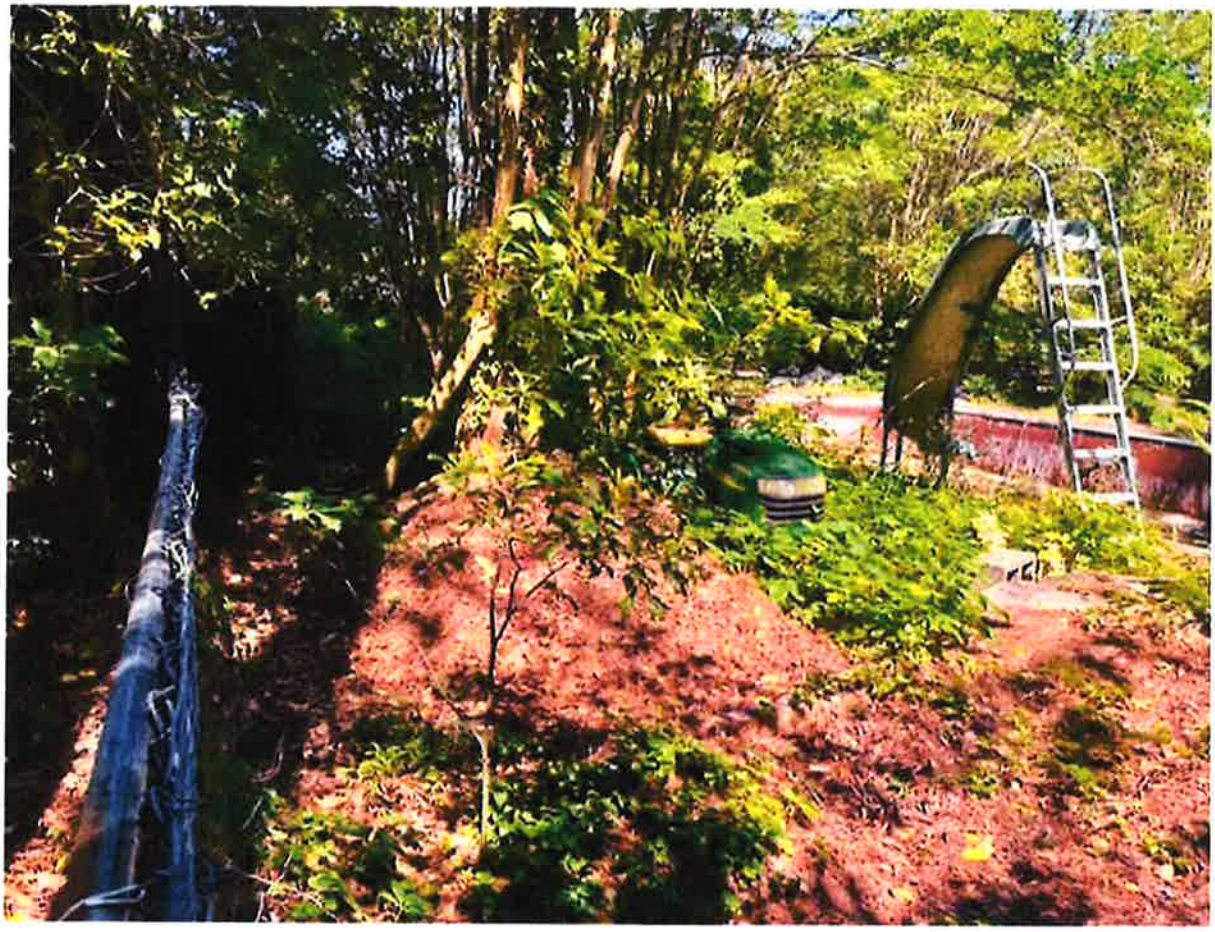
(28) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and

(29) subject to a fine of not more than one thousand dollars ($1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

(30) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EITHER MAKE NECESSARY REPAIRS OR BUILDING MAY BE DEMOLISHED.

APPENDIX E



APPENDIX E

HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI **COMPLAINT NO. 44275**

Vs.

RICHARD ALLEN DUKE

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 **5768 CHESTERVILLE ROAD PARCEL #1079T-29-022-01, Tupelo MS**, 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 **08/15/2023, 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.

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 31ST DAY OF JULY, 2023.

Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION
5768 CHESTERVILLE ROAD

BASIC INFORMATION

- PARCEL: 079T-29-022-01
- CASE: 44275
- WARD: 06
- TAX VALUE: $64,590
- VACANT: NO
- REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	$61,130 (One parcel circles around all sides of property)
Left side	$
Rear	$
Across street	$121,560

TAXES/LIENS

Taxes – CURRENT	NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

- STRUCTURAL DAMAGE OR FAILURE - YES
- EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- BROKEN WINDOWS\DAMAGED DOORS – YES
- YARD OR GROUNDS POORLY MAINTAINED – YES
- ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- PRIOR VIOLATIONS 2
- CURRENT STATUS –OWNER USES HOUSE AS STORAGE
- This property was taken into the city on the last annexation. The home is vacant. The family lives in a home which cannot be seen from the road that is on the adjoining parcel. The family (as a whole) are hoarders and are using the house on this property for storage.

06/13/2023

DUKE RICHARD ALLEN
5786 CHESTERVILLE RD
TUPELO, MS 38801

Re: CASE # 44275
5768 CHESTERVILLE RD,
PARCEL NUMBER: 079T2902201

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE	REPAIR AND PAINT EXTERIOR OF HOUSE
JUNK AND LITTER AND OUTSIDE STORAGE	REMOVE ALL JUNK AND LITTER FROM YARD
JUNK VEHICLES	HAUL OFF OLD JUNK VEHICLES
LANDSCAPE MANINTENANCE	CUT DOWN OLD ROTTEN TREES, TRIM BUSHES AND CUT YARD

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7/13/2023	**REINSPECTION DATE: 7/13/2023**

Thank you in advance for your compliance. If you have questions, please call 662.587.7236.

Sincerely,

Lynda Ford

LYNDA FORD
Code Enforcement

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

EXHIBIT
A

APPENDIX E

(a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
(b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
(c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
(d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

11.6.3(7) Junk Vehicles: Junk vehicles are prohibited from being located within the city except within completely enclosed buildings or garages or at vehicle salvage yards, vehicle repair shops and wrecker services complying with the terms of this ordinance. Within a residential zoning district no more than one (1) junk vehicle may be stored behind opaque fencing or landscaping. This required screening shall completely block the view of the vehicle from all surrounding property.

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

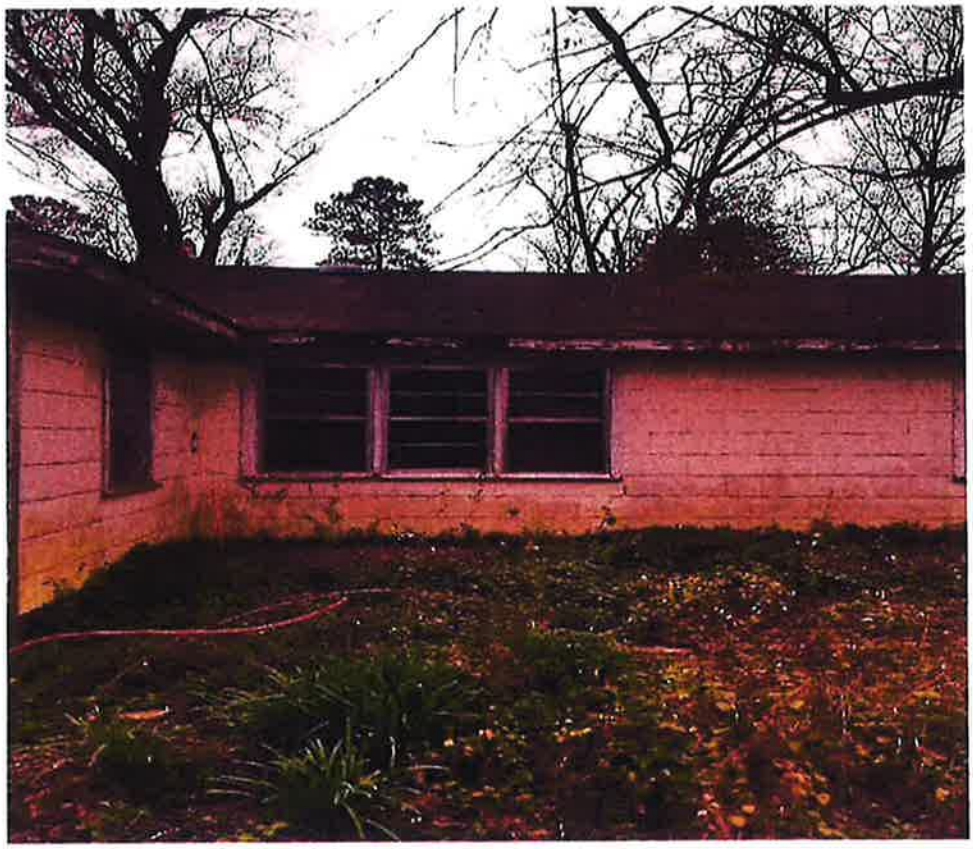
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

(2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars ($1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

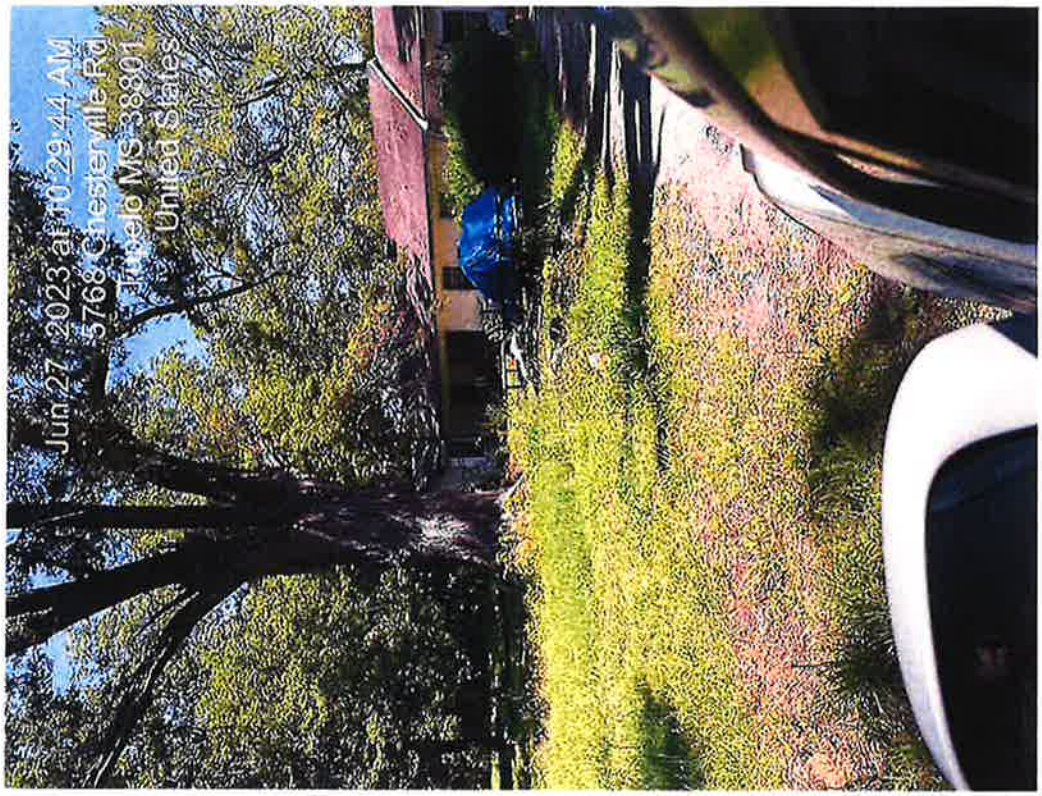
(3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EXHIBITS

APPENDIX E



APPENDIX E


Jun 27, 2023 at 10:29:44 AM
5768 Chesterville Rd
Tupelo MS 38801
United States


Network:Jul 27, 2023 at 3:17:21 PM CDT
Local:Jul 27, 2023 at 3:17:21 PM CDT
W 88° 48' 13.105"
5768 Chesterville Rd
Tupelo MS 38801
United States

APPENDIX E

HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI **COMPLAINT NO. 44267**

Vs.

JEFFERY E. REYNOLDS AND ANDREA L. REYNOLDS

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 **2607 MT. VERNON ROAD, PARCEL #076S-14-013-00, Tupelo MS**, 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 **08/15/2023, 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.

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 31ST DAY OF JULY, 2023.

Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION
2607 MOUNT VERNON ROAD

BASIC INFORMATION

- PARCEL: 076S-14-013-00
- CASE: 44267
- WARD: 01
- TAX VALUE: $220,500
- VACANT: YES
- REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	$601,460
Left side	$262,200
Rear	$215,520
Across street	$538,600

TAXES/LIENS

Taxes – CURRENT	NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

- STRUCTURAL DAMAGE OR FAILURE - YES
- EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- BROKEN WINDOWS\DAMAGED DOORS – YES
- YARD OR GROUNDS POORLY MAINTAINED – YES
- ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- PRIOR VIOLATIONS NONE
- CURRENT STATUS –OWNERS HAVE MOVED
- Fire occurred in 5/24/23. The owners have moved. They have been in contact recently to let us know that they are working with their insurance company to have the home demolished.

06/13/2023

REYNOLDS JEFFERY E & ANDREA L
1511 LEIGHTON
TUPELO, MS 38801

Re: CASE # 44267
2607 MOUNT VERNON RD,
PARCEL NUMBER: 076S1401300

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
21-19-11 DEMOLISHION OF A BURNE, UNSAFE HOUSE	GET A BUILDING PERMIT AND REPAIR OR DEMOLISH THIS HOUSE
JUNK AND LITTER	REMOVE ALL JUNK AND LITTER FROM THE FRONT YARD.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7/13/2023	**REINSPECTION DATE: 7/13/2023**

Thank you in advance for your compliance. If you have questions, please call 662.871-2027.

Sincerely,

DAVID SHELTON
Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCUDED)

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

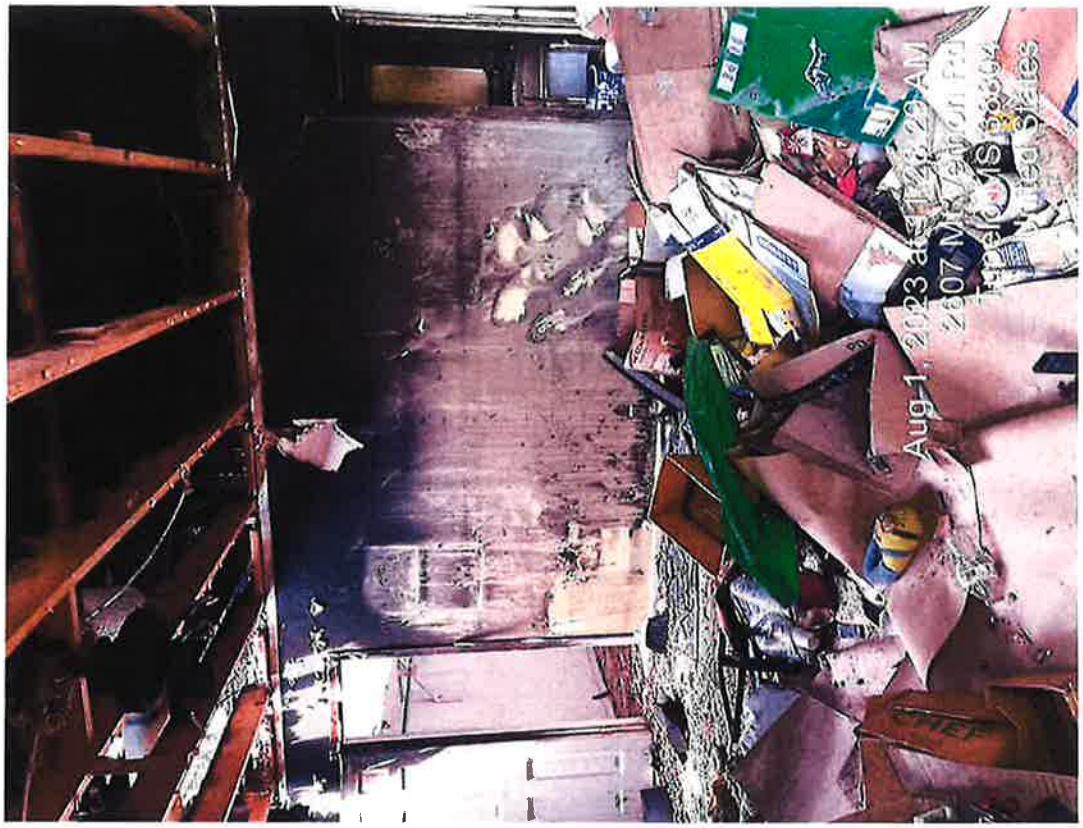
11.6.3(9) Open Storage: Open or outside storage of materials and products shall be prohibited in all zoning districts except Industrial, if within view from the street or if not screened from the view of neighbors by opaque fencing or landscaping.

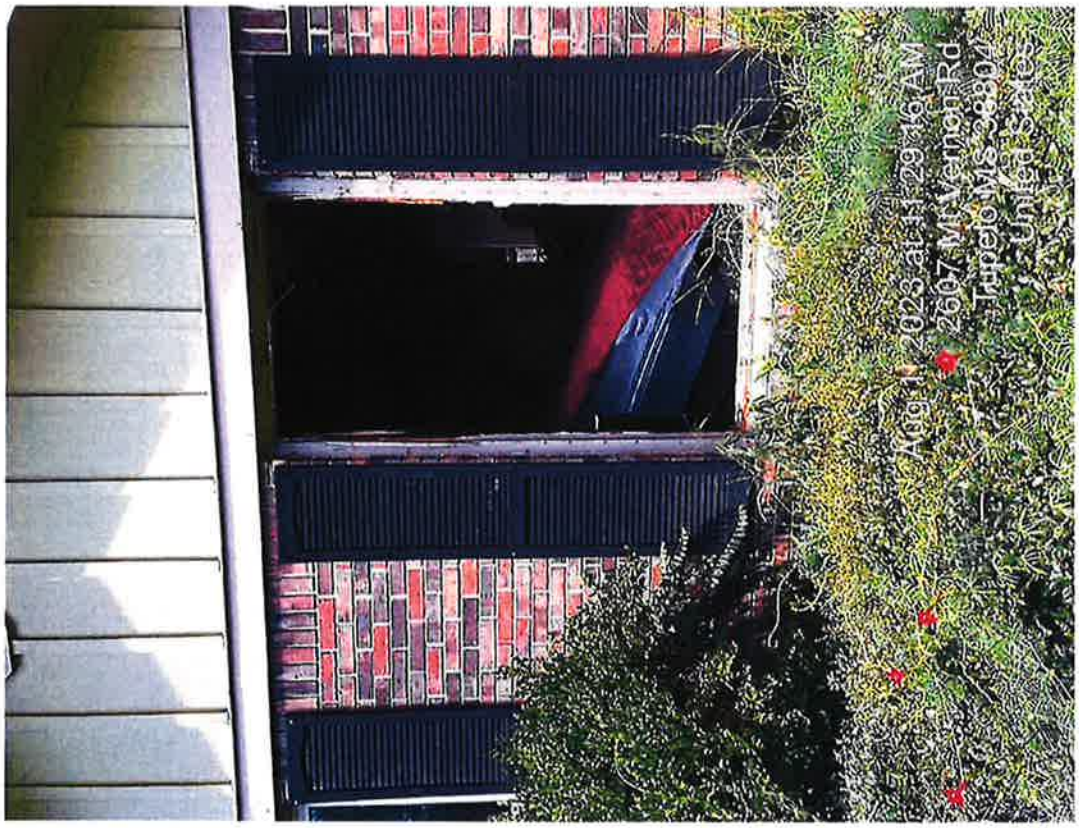
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

(2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars ($1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

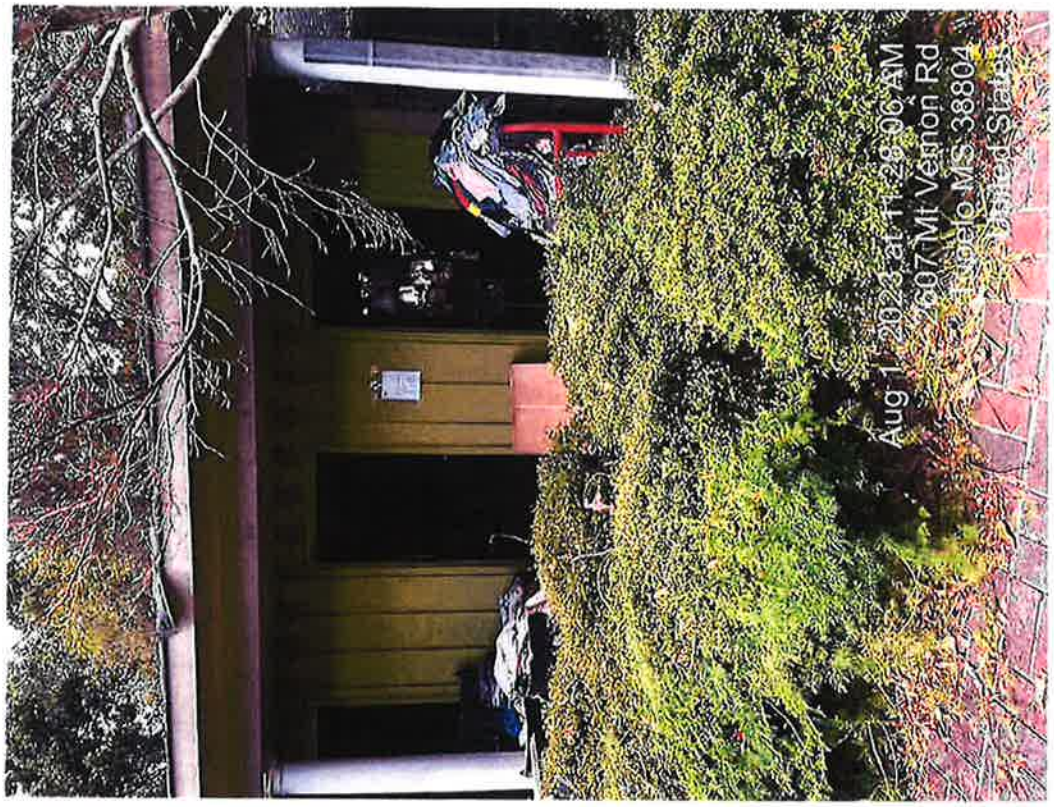
(3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EXHIBITS


Aug 1, 2023 at 1:29 AM
2607 Mt Vernon Rd
Tupelo MS 38804
United States


Aug 1, 2023 at 1:29:16 AM
2607 Mt Vernon Rd
Tupelo MS 38804
United States

APPENDIX E


Aug 1, 2023 at 11:26:06 AM
2607 Mt Vernon Rd
Tupelo, MS 38804
United States


Aug 1, 2023 at 11:27:16 AM
2607 Mt Vernon Rd
Tupelo, MS 38804
United States

APPENDIX E

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

CITY OF TUPELO, MISSISSIPPI	**LIENOR**
VS.	**CASE NO. 44459**
SAUNDRA J. SCOTT	**OWNER**

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

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

Property Owner:	SAUNDRA J. SCOTT
Address of Owner:	386 ROAD 1600 BELDEN, MS 38826
Parcel Number:	089J-31-212-00
Address of Violation:	905 ALLEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 08/15/2023, adjudicated the actual cost of lot mowing to be **$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

8-15-2023
Date

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

CITY OF TUPELO, MISSISSIPPI	**LIENOR**
VS.	**CASE NO. 44455**
JEANINE E. MAH	**OWNER**

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

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

Property Owner:	JEANINE E. MAH
Address of Owner:	3408 DELL GLADE DRIVE MEMPHIS, TN 38111
Parcel Number:	101H-01-150-02
Address of Violation:	823 SHUMACOLA TRAIL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 08/15/2023, adjudicated the actual cost of lot mowing to be **$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN., Mayor

8-15-2023
Date

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

CITY OF TUPELO, MISSISSIPPI	**LIENOR**
VS.	**CASE NO. 44502**
ESSIE HUBBARD	**OWNER**

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

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

Property Owner:	ESSIE HUBBARD
Address of Owner:	2972 MOORE AVENUE TUPELO, MS 38801
Parcel Number:	105D-15-041-00
Address of Violation:	2972 MOORE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 08/15/2023, adjudicated the actual cost of lot mowing to be **$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

8-15-2023
Date

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

CITY OF TUPELO, MISSISSIPPI	**LIENOR**
VS.	**CASE NO. 44458**
BILLY E. RILEY	**OWNER**

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

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

Property Owner:	BILLY E. RILEY
Address of Owner:	2605 WHITE ROCK DRIVE BUFORD, GA 30519
Parcel Number:	089J-31-189-02
Address of Violation:	910 ALLEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 08/15/2023, adjudicated the actual cost of lot mowing to be **$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

8-15-2023
Date

STP-0430-00 (021) LPA / 107362-70100

CONSTRUCTION OF SIDEWALK CROSSINGS AT VARIOUS LOCATIONS IN TUPELO, MS

CHANGE ORDER

Order No.: 1

Date: 8/4/2023

Agreement Date: 8/4/2023

Project: CONSTRUCTION OF SIDEWALK CROSSING IMPROVEMENTS AT VARIOUS LOCATIONS IN TUPELO, MS

OWNER: CITY OF TUPELO, MS

The following changes are hereby made to the CONTRACT DOCUMENTS:

Total Direct Pay Items	Original Quantity	Current Quantity	Unit Price	Current Amount	Current Total
Clearing and Grubbing	1	0.25	$ 10,000.00	$ (7,500.00)	$ 2,500.00
Removal of Obstructions	1	0	$ 5,000.00	$ (5,000.00)	$ -
Removal of Asphalt Pavement, All Depths	280	400.7	$ 25.00	$ 3,017.50	$ 10,017.50
Removal of Concrete Sidewalk	22	97.28	$ 50.00	$ 3,764.00	$ 4,864.00
Removal of Curb & Gutter, All Types	80	187.5	$ 25.00	$ 2,687.50	$ 4,687.50
Removal of Curb Inlet	1	1	$ 2,500.00	$ -	$ 2,500.00
Removal of Traffic Stripe	204	0	$ 5.00	$ (1,020.00)	$ -
Borrow Excavation, AH, FMA, Class B9	145	95.06	$ 40.00	$ (1,997.60)	$ 3,802.40
Excess Excavation, FM, AH	19	69.75	$ 50.00	$ 2,537.50	$ 3,487.50
Geotextile Stabilization, Type V	48	162.04	$ 10.00	$ 1,140.40	$ 1,620.40
Topsoil for Slope Treatment	37	0	$ 50.00	$ (1,850.00)	$ -
Solid Sodding	392	444.46	$ 10.00	$ 524.60	$ 4,444.60
Watering	8	0	$ 20.00	$ (160.00)	$ -
Insect Pest Control	1	0	$ 30.00	$ (30.00)	$ -
Termporary Grassing	1	0	$ 2,500.00	$ (2,500.00)	$ -
Wattles, 12"	294	0	$ 15.00	$ (4,410.00)	$ -
Sandbags	101	37	$ 20.00	$ (1,280.00)	$ 740.00
Size 610 Crushed Stone Base	6	75.16	$ 250.00	$ 17,290.00	$ 18,790.00
12.5 mm ST Asphalt Pavement	36	30.29	$ 325.00	$ (1,855.75)	$ 9,844.25
9.5 mm ST Asphalt Pavement	94	151.59	$ 300.00	$ 17,277.00	$ 45,477.00
Cold Milling of Bituminous Pavement	1132	1414.82	$ 30.00	$ 8,484.60	$ 42,444.60
Saw Cut, Full Depth	1051	979	$ 15.00	$ (1,080.00)	$ 14,685.00
Class "B" Structural Concrete	3	1.83	$ 2,700.00	$ (3,159.00)	$ 4,941.00
Reinforcing Steel	221	264.12	$ 5.00	$ 215.60	$ 1,320.60
12" Reinforced Concrete Pipe, Class V	10	10.83	$ 250.00	$ 207.50	$ 2,707.50
22" X 13" Concrete Arch Pipe	15	15	$ 250.00	$ -	$ 3,750.00
4" Non-perforated Pipe for Underdrains	43	43	$ 20.00	$ -	$ 860.00
Adjustment of Inlets	1	0	$ 2,500.00	$ (2,500.00)	$ -
Concrete Sidewalk, Without Reinforcement	237	298.7	$ 90.00	$ 5,553.00	$ 26,883.00
Detectable Warning Panels	72	146	$ 100.00	$ 7,400.00	$ 14,600.00
Concrete Curb, Header	405	533	$ 35.00	$ 4,480.00	$ 18,655.00
Combination Concrete Curb & Gutter	247	731.58	$ 40.00	$ 19,383.20	$ 29,263.20
Concrete Driveway, Without Reinforcement	48	42.78	$ 150.00	$ (783.00)	$ 6,417.00
10 in Concrete Median and/or Island Pavement	3	2.22	$ 400.00	$ (312.00)	$ 888.00
4 in Concrete Median and/or Island Pavement	20	41.11	$ 100.00	$ 2,111.00	$ 4,111.00

Standard Roadside Construction Signs < 10 S.F.	157	159.5	$	14.00	$	35.00	$ 2,233.00
Standard Roadside Construction Signs > 10 S.F.	98	154	$	14.00	$	784.00	$ 2,156.00
Changeable Message Sign	4	2	$	5,200.00	$	(10,400.00)	$ 10,400.00
Barricades, Type III	498	228	$	35.00	$	(9,450.00)	$ 7,980.00
Traffic Stripe, Continuous White	357	884	$	2.50	$	1,317.50	$ 2,210.00
Traffic Stripe, Continuous Yellow	1550	1594.5	$	2.50	$	111.25	$ 3,986.25
Thermoplastic Legend, White	254	276	$	18.00	$	396.00	$ 4,968.00
Delineators, Flexible Post Mounted	42	47	$	700.00	$	3,500.00	$ 32,900.00
Relocation of Existing Lighting Assemblies	1	0	$	15,000.00	$	(15,000.00)	$ -
Railway-Highway provisions	1	0.5	$	50,000.00	$	(25,000.00)	$ 25,000.00
SUBTOTAL							$ **376,134.30**
Total Participating Dependent Items							
Maintenance of Traffic	1	1	$	15,000.00	$	-	$ 15,000.00
Mobilization	1	1	$	50,000.00	$	-	$ 50,000.00
Roadway Construction Stakes	1	1	$	5,000.00	$	-	$ 5,000.00
SUBTOTAL							$ **70,000.00**
							$ **446,134.30**

Justification:
After the project was under construction, field conditions varied and required additional milling, paving, curb & gutter, sidewalk, and other related items.

ORIGINAL CONTRACT PRICE	$ **439,204.50**
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	$ **439,204.50**
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	$ **6,929.80**
The new Contract PRICE including this CHANGE ORDER will be:	$ **446,134.30**

The CONTRACT TIME will be increased by 1 working day

Approvals required:
Requested by (OWNER):
Recommended by (ENGINEER):
Accepted by (CONTRACTOR):

AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Public Works Director

DATE July 28, 2023

SUBJECT: IN THE MATTER OF VEHICLE TRANSFER FROM WATER AND LIGHT TO PUBLIC WORKS - **CW**

Request:

Request to transfer a Water and Light Vehicle to the Public Works Dept. Unit was pulled from the list of 2023 Auction items.

2010 Ford F250 ¾ ton Truck
W&L Unit 11 to PW Unit 3
Vin 1FDSX2B59AEB00929

AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director / Public Works

DATE August 10, 2023

SUBJECT: IN THE MATTER OF BID APPROVAL OF ARPA PROJECT - GUM TREE PARK DRAINAGE IMPROVEMENTS 2023-029PW **CW**

Request:

Request to approve the following bid – 2023-029PW

Gum Tree Park Drainage Improvements

7 bidders responded

We recommend the bid be awarded to the lowest bidder –

Townes Construction $ 413,736.00

Other Bids Received –

Hodges Construction $ 479,833.29
CIG Contractors $ 531,040.85
Enscor LLC $ 575,857.00
Colom Construction $ 596,800.00
Paul Smithey Construction $ 639,572.45
Phillips Contracting $ 642,195.00

DabbsCorporation

August 10, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
GUM TREE PARK DRAINAGE IMPROVEMENTS
BID NO. 2023-029PW

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 Wednesday, August 9, 2023 at 10:00 AM local time.

This project includes the removal and replacement of existing drainage pipe and related infrastructure within Gum Tree Park. As represented on the attached tabulation of bids, seven bids were received for this project that ranged from $413,736.00 - $642,195.00 for this project. The low bid was from Townes Construction. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents. Townes Construction provided an UEI No. GH9PJDWHZQB3 from Sam.gov.

Thus, it is our recommendation that the City award this contract in the amount of $413,736.00 to Townes Construction for the referenced project and authorize the Mayor to execute the contracts per the conditions set forth in the Contact Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

C: Mr. Don Lewis, COO, City of Tupelo
Ms. Kim Hanna, CFO, City of Tupelo
Mr. Alex Farned, Director, Parks & Recreation
Mr. Ben Logan, City Attorney, City of Tupelo
Mr. Dennis Bonds, PE, Director, Dev. Services
Mr. Casey Rogers, ICM

Attachment: Bid Tabulation

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

BID TABULATION - BID NO. 2023-029PW
GUM TREE PARK DRAINAGE IMRPROVEMENTS
CITY OF TUPELO, MISSISSIPPI
BID DATE: 08/09/2023

SHEET 1 OF 2

BASE BID				TOWNES CONSTRUCTION		HODGES CONSTRUCTION		CIG CONTRACTORS		ENSCOR, LLC	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	$32,412.00	$ 32,412.00	$30,359.00	$ 30,359.00	$2,950.00	$ 2,950.00	$11,000.00	$ 11,000.00
2	CLEARING & GRUBBING	LS	1	$1,500.00	$ 1,500.00	$9,000.00	$ 9,000.00	$1,770.00	$ 1,770.00	$20,000.00	$ 20,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	$600.00	$ 1,200.00	$500.00	$ 1,000.00	$1,000.00	$ 2,000.00	$250.00	$ 500.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	$12.00	$ 4,800.00	$20.00	$ 8,000.00	$11.80	$ 4,720.00	$10.00	$ 4,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	$12.00	$ 2,400.00	$20.00	$ 4,000.00	$11.80	$ 2,360.00	$10.00	$ 2,000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	$1,000.00	$ 3,000.00	$1,500.00	$ 4,500.00	$1,770.00	$ 5,310.00	$1,000.00	$ 3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	$1,500.00	$ 1,500.00	$1,500.00	$ 1,500.00	$1,770.00	$ 1,770.00	$1,000.00	$ 1,000.00
8	REMOVAL OF 30" CMP	LF	420	$15.00	$ 6,300.00	$15.00	$ 6,300.00	$11.80	$ 4,956.00	$30.00	$ 12,600.00
9	REMOVAL OF 48" CMP	LF	450	$15.00	$ 6,750.00	$15.00	$ 6,750.00	$11.80	$ 5,310.00	$40.00	$ 18,000.00
10	REMOVAL OF 60" RCP	LF	415	$30.00	$ 12,450.00	$30.00	$ 12,450.00	$29.49	*$ 12,238.35*	$50.00	$ 20,750.00
11	ASPHALT PAVEMENT	TONS	90	$200.00	$ 18,000.00	$225.75	$ 20,317.50	$400.00	$ 36,000.00	$300.00	$ 27,000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	$65.00	$ 13,000.00	$73.00	$ 14,600.00	$72.00	$ 14,400.00	$144.00	$ 28,800.00
13	SAWCUTTING	LF	140	$15.00	$ 2,100.00	$11.30	$ 1,582.00	$11.80	$ 1,652.00	$10.00	$ 1,400.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	$60.00	$ 6,000.00	$52.40	$ 5,240.00	$53.10	$ 5,310.00	$60.00	$ 6,000.00
15	BORROW EXCAVATION	CY	80	$34.00	$ 2,720.00	$23.75	$ 1,900.00	$23.60	$ 1,888.00	$40.00	$ 3,200.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON	EA	4	$6,729.00	$ 26,916.00	$7,835.51	$ 31,342.04	$10,030.00	$ 40,120.00	$10,000.00	$ 40,000.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	$6,888.00	$ 6,888.00	$4,500.00	$ 4,500.00	$11,800.00	$ 11,800.00	$10,000.00	$ 10,000.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	$8,500.00	$ 8,500.00	$6,827.00	$ 6,827.00	$1,770.00	$ 1,770.00	$11,000.00	$ 11,000.00
19	36" HDPE HP STORM PIPE	LF	1550	$85.00	$ 131,750.00	$112.00	$ 173,600.00	$138.93	*$ 215,341.50*	$114.00	$ 176,700.00
20	48" HDPE HP STORM PIPE	LF	450	$134.00	$ 60,300.00	$172.50	$ 77,625.00	$191.70	*$ 86,265.00*	$188.46	$ 84,807.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	$250.00	$ 21,250.00	$197.95	$ 16,825.75	$450.00	$ 38,250.00	$500.00	$ 42,500.00
22	CONCRETE, CLASS B	CY	5	$1,000.00	$ 5,000.00	$1,589.00	$ 7,945.00	$354.00	$ 1,770.00	$1,000.00	$ 5,000.00
23	CONNECT TO EXISTING PIPES	EA	5	$2,000.00	$ 10,000.00	$1,500.00	$ 7,500.00	$354.00	$ 1,770.00	$1,000.00	$ 5,000.00
24	SOLID SODDING	SY	3300	$6.00	$ 19,800.00	$4.90	$ 16,170.00	$6.50	$ 21,450.00	$7.00	$ 23,100.00
25	TEMPORARY FENCING / BARRIER	LF	900	$3.00	$ 2,700.00	$5.00	$ 4,500.00	$9.00	$ 8,100.00	$5.00	$ 4,500.00
26	EROSION CONTROL	LS	1	$6,500.00	$ 6,500.00	$5,500.00	$ 5,500.00	$1,770.00	$ 1,770.00	$14,000.00	$ 14,000.00
	GRAND TOTAL				**$ 413,736.00**		**$ 479,833.29**		**$ 531,040.85**		**$ 575,857.00**

Prepared By: DabbsCorporation

Corrected Total *$XXX.XX*

APPENDIX I

BID TABULATION - BID NO. 2023-029PW
GUM TREE PARK DRAINAGE IMRPROVEMENTS
CITY OF TUPELO, MISSISSIPPI
BID DATE: 08/09/2023

SHEET 2 OF 2

BASE BID				COLOM CONSTRUCTION		PAUL SMITHEY CONTRUCTION		PHILLIPS CONTRACTING			
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	MOBILIZATION	LS	1	$30,000.00	$ 30,000.00	$15,975.00	$ 15,975.00	$80,000.00	$ 80,000.00		$ -
2	CLEARING & GRUBBING	LS	1	$20,000.00	$ 20,000.00	$10,650.00	$ 10,650.00	$40,000.00	$ 40,000.00		$ -
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	$250.00	$ 500.00	$266.25	$ 532.50	$500.00	$ 1,000.00		$ -
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	$15.00	$ 6,000.00	$42.60	$ 17,040.00	$20.00	$ 8,000.00		$ -
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	$15.00	$ 3,000.00	$74.55	$ 14,910.00	$20.00	$ 4,000.00		$ -
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	$1,000.00	$ 3,000.00	$2,130.00	$ 6,390.00	$1,000.00	$ 3,000.00		$ -
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	$2,000.00	$ 2,000.00	$2,130.00	$ 2,130.00	$1,000.00	$ 1,000.00		$ -
8	REMOVAL OF 30" CMP	LF	420	$20.00	$ 8,400.00	$29.82	$ 12,524.40	$20.00	$ 8,400.00		$ -
9	REMOVAL OF 48" CMP	LF	450	$20.00	$ 9,000.00	$27.69	$ 12,460.50	$23.00	$ 10,350.00		$ -
10	REMOVAL OF 60" RCP	LF	415	$20.00	$ 8,300.00	$47.93	$ 19,890.95	$25.00	$ 10,375.00		$ -
11	ASPHALT PAVEMENT	TONS	90	$350.00	$ 31,500.00	$319.50	$ 28,755.00	$323.00	$ 29,070.00		$ -
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	$68.00	$ 13,600.00	$116.09	$ 23,218.00	$95.00	$ 19,000.00		$ -
13	SAWCUTTING	LF	140	$10.00	$ 1,400.00	$12.78	$ 1,789.20	$15.00	$ 2,100.00		$ -
14	CRUSHED STONE BASE MATERIAL	TONS	100	$75.00	$ 7,500.00	$70.82	$ 7,082.00	$110.00	$ 11,000.00		$ -
15	BORROW EXCAVATION	CY	80	$35.00	$ 2,800.00	$26.63	$ 2,130.40	$50.00	$ 4,000.00		$ -
16	REINFORCED CONCRETE INLETS, W/ CAST IRON	EA	4	$8,800.00	$ 35,200.00	$9,585.00	$ 38,340.00	$8,000.00	$ 32,000.00		$ -
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	$7,500.00	$ 7,500.00	$9,585.00	$ 9,585.00	$8,000.00	$ 8,000.00		$ -
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	$12,200.00	$ 12,200.00	$1,597.50	$ 1,597.50	$9,400.00	$ 9,400.00		$ -
19	36" HDPE HP STORM PIPE	LF	1550	$130.00	$ 201,500.00	$144.88	$ 224,564.00	$120.00	$ 186,000.00		$ -
20	48" HDPE HP STORM PIPE	LF	450	$226.00	$ 101,700.00	$202.84	$ 91,278.00	$160.00	$ 72,000.00		$ -
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	$350.00	$ 29,750.00	$532.50	$ 45,262.50	$400.00	$ 34,000.00		$ -
22	CONCRETE, CLASS B	CY	5	$3,000.00	$ 15,000.00	$1,278.00	$ 6,390.00	$2,000.00	$ 10,000.00		$ -
23	CONNECT TO EXISTING PIPES	EA	5	$1,000.00	$ 5,000.00	$1,597.50	$ 7,987.50	$2,500.00	$ 12,500.00		$ -
24	SOLID SODDING	SY	3300	$7.50	$ 24,750.00	$8.52	$ 28,116.00	$10.00	$ 33,000.00		$ -
25	TEMPORARY FENCING / BARRIER	LF	900	$8.00	$ 7,200.00	$7.46	$ 6,714.00	$10.00	$ 9,000.00		$ -
26	EROSION CONTROL	LS	1	$10,000.00	$ 10,000.00	$4,260.00	$ 4,260.00	$5,000.00	$ 5,000.00		$ -
	GRAND TOTAL				**$ 596,800.00**		**$ 639,572.45**		**$ 642,195.00**		**$ -**

Prepared By: DabbsCorporation

APPENDIX I

Minute Entry Sign Up Sheet

Date: 8/9/2023

Time: 10:00

Bid # 2023-029PW

Department: PW

Project: Gum Tree Park Drainage

Attandance	Company
SHAWN GRAY	TOWNES CONST. CO. INC.
Brian Smith	ENSCOR
BEN HUNTER	ICM
DAVIS BROADWATER	GTO Supply
Russell Stewart	CIG
Chad RANKIN	Hodges Const.
Derrick Hawks	Hodges Const.
Allen Tatum	Phillips Const
Denny Wat	C.T.
Stephen Reed	COT
DUSTIN DABBS	DABBS CORP
[illegible]	COT
[illegible]	TDPR

MEETING AGENDA

PRE-BID MEETING: GUM TREE PARK DRAINAGE IMPROVEMENTS

DATE: July 26, 2023

LOCATION: Tupelo Public Works Department (PWD) Conference Room

1. OWNER INFORMATION & REPRESENTATIVES
2. PROJECT MANAGEMENT / ENGINEERING SERVICES
3. PROGRAM MANAGEMENT SERVICES / ARPA REVIEW
4. ARPA GUIDELINES FOR PROCUREMENT / CONSTRUCTION
5. REVIEW OF CONTRACT DOCUMENTS
6. CONTRACT TIME / LIQUDATED DAMAGES
7. REVIEW OF PROJECT DRAWINGS
8. PROJECT MATERIALS / SUBMITTAL REQUIREMENTS
9. MATERIALS TESTING
10. CONSTRUCTION STAKING
11. TEMPORARY FENCING / BARRIER
12. EROSION CONTROL
13. TRAFFIC CONTROL
14. GENERAL DISCUSSION / QUESTIONS

PROPOSAL

Proposal of Townes Construction 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

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: NONE 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.

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	32,412.00	32,412.00
2	CLEARING & GRUBBING	LS	1	1,500.00	1,500.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	600.00	1,200.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	12.00	4,800.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	12.00	2,400.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000.00	3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1,500.00	1,500.00
8	REMOVAL OF 30" CMP	LF	420	15.00	6,300.00
9	REMOVAL OF 48" CMP	LF	450	15.00	6,750.00
10	REMOVAL OF 60" RCP	LF	415	30.00	12,450.00
11	ASPHALT PAVEMENT	TONS	90	200.00	18,000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	65.00	13,000.00
13	SAWCUTTING	LF	140	15.00	2,100.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	60.00	6,000.00
15	BORROW EXCAVATION	CY	80	34.00	2,720.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	6,729.00	26,916.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	6,888.00	6,888.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	8,500.00	8,500.00
19	36" HDPE HP STORM PIPE	LF	1550	85.00	131,750.00
20	48" HDPE HP STORM PIPE	LF	450	134.00	60,300.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	250.00	21,250.00
22	CONCRETE, CLASS B	CY	5	1,000.00	5,000.00
23	CONNECT TO EXISTING PIPES	EA	5	2,000.00	10,000.00
24	SOLID SODDING	SY	3300	6.00	19,800.00
25	TEMPORARY FENCING / BARRIER	LF	900	3.00	2,700.00
26	EROSION CONTROL	LS	1	6,500.00	6,500.00
	TOTAL				413,736.00

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: Townes Construction Co., Inc
(PLEASE PRINT)

SIGNATURE: Armstead Townes III

NAME AND TITLE: Armstead Townes III Pres.
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS:
16398 Hwy 8 West
Grenada MS 38901

PHONE NUMBER: (662) 226-4816

D-4b

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Yalobusha

I, Armstead Townes III
(name of person signing affidavit)

individually, and in my capacity as President
(title)

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

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

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

Signature Armstead Townes III

Title President

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 74780
ESTELLA RAY TOWNES
Commission Expires
Aug. 12, 2024
YALOBUSHA COUNTY

(SEAL)
Sworn before me this 24 day of August, 2023.

Estella R. Townes, Notary Public

My commission expires August 12 2024

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

GRANITE RE, INC.

Bid Bond

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

as principal, hereinafter called the Principal, and

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

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

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

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

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

WHEREAS, the Principal has submitted a bid for

Project: GumTree Park Drainage Improvements; Bid No. 2023-029PW

Bid Date: 8/9/2023

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

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

Signed and sealed this 9th day of August, 2023.

Witness

Townes Construction Co., Inc

Armstead Townes III

Title pres. (Seal)

Granite Re, Inc.

Attorney in Fact John G. Raines (Seal)

GR0614-2

APPENDIX I

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 9th day of August, 20 23.

Kyle P. McDonald, Assistant Secretary

GR0800-1

APPENDIX I

APPENDIX I

CLARIFICATION / RFI RESPONSE #1

City of Tupelo, Mississippi
Gum Tree Park Drainage Improvements
Bid No. 2023-029PW

August 8, 2023

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

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.

2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.

3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.

4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

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

Armstead Lawrence
8/8/2023

PROPOSAL

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

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ 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 amount) 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.

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	$30,359.00	$30,359.00
2	CLEARING & GRUBBING	LS	1	$9,000.00	$9,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	$500.00	$1,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	$20.00	$8,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	$20.00	$4,000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	$1,500.00	$4,500.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	$1,500.00	$1,500.00
8	REMOVAL OF 30" CMP	LF	420	$15.00	$6,300.00
9	REMOVAL OF 48" CMP	LF	450	$15.00	$6,750.00
10	REMOVAL OF 60" RCP	LF	415	$30.00	$12,450.00
11	ASPHALT PAVEMENT	TONS	90	$225.75	$20,317.50
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	$73.00	$14,600.00
13	SAWCUTTING	LF	140	$11.30	$1,582.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	$52.40	$5,240.00
15	BORROW EXCAVATION	CY	80	$23.75	$1,900.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	$7,835.51	$31,342.04
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	$4,500.00	$4,500.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	$6,827.00	$6,827.00
19	36" HDPE HP STORM PIPE	LF	1550	$112.00	$173,600.00
20	48" HDPE HP STORM PIPE	LF	450	$172.50	$77,625.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	$197.95	$16,825.75
22	CONCRETE, CLASS B	CY	5	$1,589.00	$7,945.00
23	CONNECT TO EXISTING PIPES	EA	5	$1,500.00	$7,500.00
24	SOLID SODDING	SY	3300	$4.90	$16,170.00
25	TEMPORARY FENCING / BARRIER	LF	900	$5.00	$4,500.00
26	EROSION CONTROL	LS	1	$5,500.00	$5,500.00
	TOTAL				$479,833.29

APPENDIX I

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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

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

SIGNATURE:

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

JAMES A HODGES CONSTRUCTION INC. CORPORATE SEAL 2002 MISSISSIPPI
(SEAL)
IF BY CORPORATION

ADDRESS: James A Hodges Construction, Inc,

1281 County Road 811

Saltillo, MS 38866

PHONE NUMBER: 662-842-8538

D-4b

APPENDIX I

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

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

individually, and in my capacity as President
(title)

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

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

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

Signature _____

Title President

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 83533
ALLISON WOOD
Commission Expires
Dec. 9, 2026
ITAWAMBA COUNTY

(SEAL)
Sworn before me this 8th day of August, 2023.

Allison Wood, Notary Public

My commission expires December 9, 2026

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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

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

individually, and in my capacity as President
(title)

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

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

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

Signature _____

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

_____, Notary Public

My commission expires December 9, 2026

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 83533
ALLISON WOOD
Commission Expires
Dec. 9, 2026
ITAWAMBA COUNTY

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

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

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

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

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

WHEREAS, the Principal has submitted a bid for Drainage Improvements, Tupelo, MS Bid No. 2023-029PW

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

Signed and sealed this 9th day of August, 2023

Robin Rodgers
(Witness)

James A. Hodges Construction Inc.
(Principal) (Seal)
By: PRESIDENT
(Title)

JAMES A. HODGES CONSTRUCTION INC. CORPORATE SEAL 2002 MISSISSIPPI

Gates W. Skeen
(Witness)

THE GRAY CASUALTY & SURETY COMPANY SEAL

The Gray Casualty & Surety Company
(Surety) (Seal)
By:
Attorney-in-Fact Fielden Mitts (Title)

APPENDIX I

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

KNOW ALL BY THESE PRESENTS, THAT **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fielden Mitts**
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

Surety Bond Number: Bid Bond
Principal: James A. Hodges Construction Inc.
Obligee: City of Tupelo

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

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

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

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

THE GRAY INSURANCE COMPANY SEAL

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

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

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson
On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company,** and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

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

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of August, 2023.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

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

PROPOSAL

Proposal of C I G CONTRACTORS, 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

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: Clarification #1 DATE: 08-08-23

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 ($_____) 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.

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	2,950	2,950
2	CLEARING & GRUBBING	LS	1	1,770	1,770
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	1,000	2,000
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	11.80	4,720
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	11.80	2,360
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,770	5,310
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1,770	1,770
8	REMOVAL OF 30" CMP	LF	420	11.80	4,956
9	REMOVAL OF 48" CMP	LF	450	11.80	5,310
10	REMOVAL OF 60" RCP	LF	415	29.49	12,242
11	ASPHALT PAVEMENT	TONS	90	400	36,000
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	72	14,400
13	SAWCUTTING	LF	140	11.80	1,652
14	CRUSHED STONE BASE MATERIAL	TONS	100	53.10	5,310
15	BORROW EXCAVATION	CY	80	23.60	1,888
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	10,030	40,120
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	11,800	11,800
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	1,770	1,770
19	36" HDPE HP STORM PIPE	LF	1550	138.93	215,346
20	48" HDPE HP STORM PIPE	LF	450	191.70	86,266
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	450	38,250
22	CONCRETE, CLASS B	CY	5	354	1,770
23	CONNECT TO EXISTING PIPES	EA	5	354	1,770
24	SOLID SODDING	SY	3300	6.50	21,450
25	TEMPORARY FENCING / BARRIER	LF	900	9	8,100
26	EROSION CONTROL	LS	1	1,770	1,770
	TOTAL				531,050.00

APPENDIX I

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, POLLY GODWIN certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that RANDALL R. GODWIN 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: POLLY GODWIN

Title: SECRETARY/TREASURER

Signature: Polly Godwin

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF ALCORN

I, RANDALL R. GODWIN
(name of person signing affidavit)

individually, and in my capacity as PRESIDENT
(title)

of C I G CONTRACTORS, INC.
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That C I G CONTRACTORS, INC. Bidder on the "**GUMTREE PARK DRAINAGE IMPROVEMENTS" for Tupelo, MS,** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature _____

Title RANDALL R. GODWIN PRESIDENT

(SEAL)
Sworn before me this 9 day of August, 2023.

_____, Notary Public (Russell T. Stewart)

My commission expires 2-14-2027

RUSSELL T. STEWART
ID # 347068
NOTARY PUBLIC
Commission Expires 02-14-2027
Alcorn County Mississippi

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 ALCORN

I, RANDALL R. GODWIN
(name of person signing affidavit)

individually, and in my capacity as PRESIDENT
(title)

of C I G CONTRACTORS, INC.
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That C I G CONTRACTORS, INC. Bidder on the **"GUMTREE PARK DRAINAGE IMPROVEMENTS" for Tupelo, MS,** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature _____

Title RANDALL R. GODWIN PRESIDENT

(SEAL)
Sworn before me this 9 day of August, 2023.

_____, Notary Public (Russell T. Stewart)

My commission expires 2-14-2027

RUSSELL T. STEWART
ID # 347068
NOTARY PUBLIC
Commission Expires 02-14-2027
Alcorn County Mississippi

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That C I G Contractors, Inc.
(Name of Contractor)

2072 South Tate Street, Corinth, MS 38834
(Address of Contractor)

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

Travelers Casualty and Surety Company of America hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto **TUPELO, MS,** hereinafter called **"OWNER"** in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 9th day of August 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

(a) If said BID shall be rejected, or,

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

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

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

C I G Contractors, Inc.	(L.S.)	Travelers Casualty and Surety Company of America
Principal		Surety
By: RANDALL R. GODWIN PRESIDENT		By: Ricky E. James, 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 *****

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **RICKY E JAMES** of **CORINTH**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **9th** day of **August**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

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

APPENDIX I

PROPOSAL

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of TENNESSEE 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

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 8-8-23 (CLARIFICATION)

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.

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	11,000.00	11,000.00
2	CLEARING & GRUBBING	LS	1	20,000.00	20,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	250.00	500.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	10.00	4000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	10.00	2000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1000.00	3000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1000.00	1000.00
8	REMOVAL OF 30" CMP	LF	420	30.00	12600.00
9	REMOVAL OF 48" CMP	LF	450	40.00	18000.00
10	REMOVAL OF 60" RCP	LF	415	50.00	~~20750.00~~ ~~20715.00~~
11	ASPHALT PAVEMENT	TONS	90	300.00	27000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	144.00	28800.00
13	SAWCUTTING	LF	140	10.00	1400.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	60.00	6000.00
15	BORROW EXCAVATION	CY	80	40.00	3200.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	10,000.00	40,000.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	10,000.00	10,000.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	11,000.00	11,000.00
19	36" HDPE HP STORM PIPE	LF	1550	114.00 ~~98.00~~	176,700.00 ~~151,900.00~~
20	48" HDPE HP STORM PIPE	LF	450	188.46 ~~162.00~~	84,807.00 ~~72,900.00~~
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	500.00	42500.00
22	CONCRETE, CLASS B	CY	5	1000.00	5000.00
23	CONNECT TO EXISTING PIPES	EA	5	1000.00	5000.00
24	SOLID SODDING	SY	3300	7.00	23100.00
25	TEMPORARY FENCING / BARRIER	LF	900	5.00	4500.00
26	EROSION CONTROL	LS	1	14000.00	14000.00
	TOTAL				~~575,822.00~~

575,857.00

APPENDIX I

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: ENSCON, LLC
(PLEASE PRINT)

SIGNATURE:

NAME AND TITLE: JEFF SMITH, OWNER
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 5566 COMMANDER DR.
ARLINGTON, TN 38002

PHONE NUMBER: 901-279-6623

D-4b

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned JEFF SMITH, hereby certify that I am the Manager of ENSCON, LLC (All Caps) (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 JEFF SMITH who executed the Proposal on behalf of the Company is OWNER 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 _____

Title OWNER

(SEAL)

Sworn before me this 9th day of Aug, 2023.

Cynthia H Smith, Notary Public

My commission expires Oct 25, 2026

CYNTHIA H SMITH
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, JEFF SMITH, hereby certify that the CONTRACTOR, ENSCON, LLC, is domiciled in the State of TENNESSEE and (check and complete one):

(✓) attached is a copy of the State of TENNESSEE's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph 1, page 1 of said law grants resident CONTRACTORS a 0 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 OWNER

(SEAL)

Sworn before me this 9th day of Aug, 2023.

Cynthia H Smith, Notary Public

My commission expires Oct 25, 2026

CYNTHIA H SMITH STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ TN
COUNTY OF SHELBY

I, JEFF SMITH
(name of person signing affidavit)

individually, and in my capacity as OWNER
(title)

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

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

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

Signature _____

Title OWNER

(SEAL)
Sworn before me this 9 day of AUG, 2023.

Cynthia H Smith, Notary Public

CYNTHIA H SMITH
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My commission expires Oct 25, 2024

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

END OF SECTION

12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

APPENDIX I

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That ENSCOR, LLC
(Name of Contractor)

5566 Commander Dr., Arlington, TN 38002
(Address of Contractor)

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

Travelers Casualty and Surety Company of America hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto **TUPELO, MS,** hereinafter called **"OWNER"** in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 9th day of August 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

(a) If said BID shall be rejected, or,

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

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

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

ENSCOR, LLC (L.S.) Travelers Casualty and Surety Company of America

Principal Surety

By: By: Cooper W. Permenter, Attorney-In-Fact/MS Resident Agent

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

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

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **9th** day of **August**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

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

APPENDIX I

COLOM CONSTRUCTION COMPANY, INC.
P.O. BOX 414
RIPLEY, MS 38663

CERT. OF RESPONSIBILITY NO. 05993-MC
FED ID# 64-0689595
CAGE# OHNS8
D-U-N-S# 11-260-5654

CITY OF TUPELO
CITY PURCHASING OFFICE CITY HALL 1ST FLOOR
71 EAST TROY STREET
TUPELO, MS 38804

SEALED BIDS FOR THE CONSTRUCTION OF GUMTREE PARK DRAINAGE IMPROVEMENTS

BID DATE: AUGUST 9, 2023

BID TIME: 10:00 A.M.

SEALED BID

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID No. 2023-029PW
GUMTREE PARK
DRAINAGE IMPROVEMENTS

Tupelo Public Works Department
City of Tupelo, Mississippi

MAY 2023

DabbsCorporation

DABBS CORPORATION
1050 N. Eason Boulevard
Tupelo, Mississippi 38804

APPENDIX I

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 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 *"GUMTREE PARK DRAINAGE IMPROVEMENTS"*, **Bid No. 2023-029PW**, 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 drainage improvements to include removal and replacement of existing drainage pipes, inlets and related infrastructure located along and adjacent to Gumtree Park within the City of Tupelo. The work will include removal of asphalt pavement, concrete sidewalk, curb & gutter, excavation, grate inlets, etc. in order to remove existing drainage pipes form within Gumtree Park. The contractor will be required to replace the existing infrastrucutre, which includes the installation of approximately 1550 LF of 36" HDPE drain pipe, 450 LF of 48" HDPE drain pipe, grate inlets, concrete sidewalks, solid sodding, etc. in order to provide improved collection, conveyance and capacity in the existing drainage system. 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, Project Drawings, General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **45** consecutive calendar days. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.

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.

The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

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 Traci Dillard
TRACI DILLARD, City Purchasing Clerk

Publish Dates: 07/11/2023 and 07/18/2023 in the NE Mississippi Daily Journal.

APPENDIX I

INFORMATION FOR BIDDERS

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

   A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 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 *"GUMTREE PARK DRAINAGE IMPROVEMENTS"*, **Bid No. 2023-029PW**, 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.

   B. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.

   C. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.**

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: **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**

      2. Certificate of Responsibility No. 05993-MC.

   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.

C. 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. **Public Access / Public Safety**: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO UNDERSTAND THE PROXIMITY OF THE IMPROVEMENTS FALL WITHIN AN EXISTING PUBLIC PARK FACILITY THAT IS VISITED BY PEDESTRIANS DAILY. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE TEMPORARY FENCING, OR SOME FORM OF ADEQUATE BARRIER TO BE APPROVED BY THE OWNER, AROUND CONSTRUCTION WORK AREAS AS REPRESENTED ON THE PROJECT DRAWINGS IN ORDER TO PROTECT THE PUBLIC/PEDESTRIANS DURING THE TERM OF THE PROPOSED IMPROVEMENTS. ACCESS TO PEDESTRIANS SHALL BE RESRICTED AT ALL TIMES BY THE CONTRACTOR AND FENCING/BARRIERS SHALL BE REQUIRED AT NIGHT/NON-WORK TIMES AS WELL TO PREVENT ACCESS TO TRENCHES, EQUIPMENT, ETC. THAT IMPACT PUBLIC SAFETY.

13. **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).

14. **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.

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

23. **Issuance of "Notice to Proceed":** Should the Contract be awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract with an effective date / begin date of **Monday, September 18, 2023**. The contractor, unless approved in writing by the Engineer, shall not be allowed to begin the project prior to this date NOR have the Notice To Proceed issued with an effective date following the date included herein.

END OF SECTION
B-6

CLARIFICATION / RFI RESPONSE #1

City of Tupelo, Mississippi
Gum Tree Park Drainage Improvements
Bid No. 2023-029PW

August 8, 2023

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

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.

2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.

3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.

4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

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

PROPOSAL

Proposal of Colom Construction 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

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ 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 amount 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.

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	30,000.00	30,000.00
2	CLEARING & GRUBBING	LS	1	20,000.00	20,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	250.00	500.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	15.00	6,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	15.00	3,000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000.00	3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	2,000.00	2,000.00
8	REMOVAL OF 30" CMP	LF	420	20.00	8,400.00
9	REMOVAL OF 48" CMP	LF	450	20.00	9,000.00
10	REMOVAL OF 60" RCP	LF	415	20.00	8,300.00
11	ASPHALT PAVEMENT	TONS	90	350.00	31,500.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	68.00	13,600.00
13	SAWCUTTING	LF	140	10.00	1,400.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	75.00	7,500.00
15	BORROW EXCAVATION	CY	80	35.00	2,800.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	8,800.00	35,200.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	7,500.00	7,500.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	12,200.00	12,200.00
19	36" HDPE HP STORM PIPE	LF	1550	130.00	201,500.00
20	48" HDPE HP STORM PIPE	LF	450	226.00	101,700.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	350.00	29,750.00
22	CONCRETE, CLASS B	CY	5	3,000.00	15,000.00
23	CONNECT TO EXISTING PIPES	EA	5	1,000.00	5,000.00
24	SOLID SODDING	SY	3300	7.50	24,750.00
25	TEMPORARY FENCING / BARRIER	LF	900	8.00	7,200.00
26	EROSION CONTROL	LS	1	10,000.00	10,000.00
	TOTAL				596,800.00

APPENDIX I

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: Colom Construction Co. Inc.
(PLEASE PRINT)

SIGNATURE: Rod Colom

NAME AND TITLE: Rod Colom, President
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: P.O. Box 414
Ripley, MS 38663

PHONE NUMBER: 662-837-3474

APPENDIX I

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Teddy Conwill certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Rod Colom 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: Teddy Conwill

Title: Secretary

Signature: Teddy Conwill

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Tippah

I, Rod Colom
(name of person signing affidavit)

individually, and in my capacity as President
(title)

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

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

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

Signature Rod Colom

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 102012 BRIAN S. WARD Commission Expires March 20, 2025 TIPPAH COUNTY

_____, Notary Public

My commission expires 3/20/25

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 Tippah

I, Rod Colom
(name of person signing affidavit)

individually, and in my capacity as President
(title)

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

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

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

Signature Rod Colom

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 105012 BRIAN S. WARD Commission Expires March 20, 2025 TIPPAH COUNTY

_____, Notary Public

My commission expires 3/20/25

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

END OF SECTION
D-10

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Colom Construction Company, Inc.
(Name of Contractor)

PO Box 414, Ripley, MS 38663
(Address of Contractor)

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

Western Surety Company
(Name of Surety) hereinafter called "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 9th day of August 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

(a) If said BID shall be rejected, or,

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

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

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

Colom Construction Company, Inc.

Principal (L.S.) Western Surety Company

Surety

By: Rod Colom, President

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

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of August, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

APPENDIX I

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ORDINANCE

AMENDMENT TO ALL PREVIOUS ORDINANCES ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY SERVICES FURNISHED TO CONSUMERS OF THE CITY OF TUPELO.

WHEREAS, the City of Tupelo is authorized by the Section 21-27-23 Miss. Code Anno. (1972 as amended) to establish schedules of rules and fees for utility services furnished to consumers of the City of Tupelo Water & Light Department; and

WHEREAS, that based on appropriate studies and investigations, the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges as set forth and attached in Exhibit "A"; and

WHEREAS, the City Council met at its regularly scheduled meeting on August 15, 2023, to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges set forth above and attached hereto; and

WHEREAS, the City Council found and determined that the updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees was necessary, fair and reasonable; and

WHEREAS, the amended Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees set forth as attached below, shall be published in ordinance form as required by law.

NOW, THEREFORE LET IT BE ORDAINED by the City Council as follows:

Section 1. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges as codified as Section 26-127 of the City of Tupelo, Mississippi Code of Ordinances is hereby amended in pertinent part by substitution to read:

Water Connection & Tap Charges
Inside City Limits

Size	Outside Paved Areas	Inside Paved Areas
¾"	$2,200.00	$3,200.00
1"	$2,400.00	$3,400.00
1 ½"	$3,100.00	$4,100.00
2"	$3,500.00	$4,500.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges
Outside City Limits

Size	Outside Paved Areas	Inside Paved Areas
¾"	$2,400.00	$3,400.00
1"	$2,600.00	$3,600.00
1 ½"	$3,300.00	$4,300.00
2"	$3,700.00	$4,700.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Inside City Limits

Size	Outside Paved Areas	Inside Paved Areas
4"	$1,500.00	$2,500.00
6"	$1,700.00	$2,700.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Outside City Limits

Size	Outside Paved Areas	Inside Paved Areas
4"	$1,700.00	$2,700.00
6"	$1,900.00	$2,900.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments

Inside City Limits		Outside City Limits	
Size	Cost	Size	Cost
3/4"	$1,300.00	3/4"	$1,500.00
1"	$1,500.00	1"	$1,700.00
1 ½"	$2,200.00	1 ½"	$2,400.00
2"	$2,600.00	2"	$2,800.00

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits

Size	Outside Paved Areas	Inside Paved Areas
6" x 6"	$3,500.00	$4,500.00

8" x 6"	$3,700.00	$4,700.00
8" x 8"	$4,000.00	$5,000.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections Outside City Limits

Size	Outside Paved Areas	Inside Paved Areas
6" x 6"	$4,000.00	$5,000.00
8" x 6"	$4,200.00	$5,200.00
8" x 8"	$4,600.00	$5,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Section 2. All other portions of the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees other than changes in Section 1 above shall remain the same.

Section 3. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees as amended in Section 1 above shall become effective on October 1, 2023.

Section 4. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees as herein amended are attached hereto as Exhibit "A".

Section 5. The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member Palmer, seconded by Council Member Gaston, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

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

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
President

ATTEST:

Missy Shelton
Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan
Todd Jordan, Mayor

8-15-2023
DATE

ATTEST:

Kim Hanna
Kim Hanna, City Clerk

Exhibit "A"

CITY OF TUPELO WATER & LIGHT DEPARTMENT
SERVICE PRACTICE STANDARDS
SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

Appendix A

SCHEDULE OF RATES, CHARGES AND FEES

The following Schedule of Customer Service Charges is hereby fixed and established:

Meter Connection Charge	$25.00
Transfer Charge	$25.00
Disconnection/Reconnection Fee for non-payment During regular hours, 8 am – 5 pm, M-F	$25.00
Reconnection after regular hours and weekends	$75.00
Reconnection for CT (current transformer) Metering service during regular hours	$50.00
Reconnection for CT (current transformer) Metering service after regular hours and weekends	$75.00
Late Notice Charge	$4.00
Penalty on all customers other than residential	5%
Meter Testing Charge	$10.00
Minimum Charge for theft of electricity or water	$100.00
Minimum Charge for damage to AMI meters	$200.00
Returned Check Charge	$30.00
Installation of underground primary electric lines (In excess of 200 feet)	$9.00 per foot
Disconnection for non-payment requiring a Bucket Truck	$100.00
Temporary Electric Service	$65.00
Permit Fee – CT Meter Can	$135.00

The following Schedule of Customer Deposits is hereby fixed and established:

Residential Electric Deposit	Credit Score
$0	700-850
$200	650-699
$300	Less than 650

Residential Water Deposit	Credit Score
$0	700-850
$75	650-699
$100	Less than 650

Additional deposits may be required if service is discontinued for non-payment equal to two (2) month's average bill based on prior twelve (12) months service history.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1" – Temp	$500.00 (Fire Plug)
Water	$150.00	Water 2" – Temp	$900.00 (Fire Plug)

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Department Collections and Billing Office will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:

Water Connection & Tap Charges
Inside City Limits

Size	Outside Paved Areas	Inside Paved Areas
¾"	$2,200.00	$3,200.00
1"	$2,400.00	$3,400.00
1 ½"	$3,100.00	$4,100.00
2"	$3,500.00	$4,500.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges
Outside City Limits

Size	Outside Paved Areas	Inside Paved Areas
¾"	$2,400.00	$3,400.00
1"	$2,600.00	$3,600.00
1 ½"	$3,300.00	$4,300.00
2"	$3,700.00	$4,700.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Inside City Limits

Size	Outside Paved Areas	Inside Paved Areas
4"	$1,500.00	$2,500.00
6"	$1,700.00	$2,700.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Outside City Limits

Size	Outside Paved Areas	Inside Paved Areas
4"	$1,700.00	$2,700.00
6"	$1,900.00	$2,900.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments

Inside City Limits

Size	Cost
3/4"	$1,300.00
1"	$1,500.00
1 ½"	$2,200.00
2"	$2,600.00

Outside City Limits

Size	Cost
3/4"	$1,500.00
1"	$1,700.00
1 ½"	$2,400.00
2"	$2,800.00

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits

Size	Outside Paved Areas	Inside Paved Areas
6" x 6"	$3,500.00	$4,500.00
8" x 6"	$3,700.00	$4,700.00
8" x 8"	$4,000.00	$5,000.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Outside City Limits

Size	Outside Paved Areas	Inside Paved Areas
6" x 6"	$4,000.00	$5,000.00
8" x 6"	$4,200.00	$5,200.00
8" x 8"	$4,600.00	$5,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Fire Protection Fees

Size	Monthly Charges
4"	$19.00
6"	$27.00
8"	$53.00
10"	$106.00
12"	$172.00

*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

ORDINANCE

AMENDMENT TO ORDINANCE ADOPTED JULY 1, 1997, AND AMENDED SEPTEMBER 19, 2006, MARCH 4, 2008, MARCH 8, 2011, OCTOBER 21, 2011, SEPTEMBER 17, 2013, SEPTEMBER 2, 2014, OCTOBER 1, 2015, OCTOBER 1, 2016, OCTOBER 1, 2018, OCTOBER 1, 2022 AND OCTOBER 1, 2023 PRESCRIBING AND FIXING RATES FOR ELECTRIC POWER FURNISHED TO CONSUMERS OF THE CITY OF TUPELO, MISSISSIPPI

WHEREAS, the City of Tupelo is authorized by Section 21-27-23 of the Mississippi Code Annotated (1972) to prescribe electric power rates and charges for its citizens and users; and

WHEREAS, the City of Tupelo through a properly executed Power Contract purchases electric power at wholesale for resale from Tennessee Valley Authority ("TVA"); and

WHEREAS, that based on appropriate studies and investigations and after discussions between TVA and the City, the resale rate schedules herein are recommended for approval and adoption by the Tupelo City Council; and

WHEREAS, the City Council met at their regular meeting on August 15, 2023, to review and consider information compiled by the City of Tupelo demonstrating the need for establishing rate schedules set forth herein; and

WHEREAS, the City Council found and determined that the rate increase as set forth below is necessary, fair and reasonable;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Effective October 1, 2023, the electric power rates of the city's electrical utility shall be fixed and established as follows, and Sec. 26-129 – Electric Rates - of the City of Tupelo Code of Ordinances shall be amended to reflect this current rate schedule.

fixed and established.

Section 2. The Tupelo Code of Ordinances Section 26-130 (d) – General – shall be amended to read, "The Electric Rates established and set forth by this ordinance in Sec. 26-

129 shall be effective for all purposes after October 1, 2023."

Section 3. All ordinances, resolutions or orders which do not conflict herewith shall remain in full force and effect.

Section 4. The Clerk of the Council is hereby directed to cause a copy of the ordinance to be published one time in the *Northeast Mississippi Daily Journal.*

CITY OF TUPELO, MS
SCHEDULE OF ELECTRIC RATES
BASE RATE CHARGES (Includes Hydro and Revenue Adjustments)
EFFECTIVE OCTOBER 1, 2023

RS – Residential Schedule (Class 22)(Rate Code: 117)

Customer Charge (All Months)	$10.50
Summer Months – Non-Fuel Energy Charge – per kWh	$0.07603
Winter Months – Non-Fuel Energy Charge – per kWh	$0.07289
Transition Months – Non-Fuel Energy Charge – per kWh	$0.07090

GSA – General Power Schedule (Commercial, Industrial Service)

GSA-1 (0-50 kW) (Class 40) (Rate Code: 148)

Customer Charge (All Months)	$15.74
Summer Months – Non-Fuel Energy Charge – per kWh	$0.08701
Winter Months – Non-Fuel Energy Charge – per kWh	$0.08390
Transition Months – Non-Fuel Energy Charge – per kWh	$0.08193

GSA-2 (51-1,000 kW) (Class 50) (Rate Code: 148)

Customer Charge (All Months)	$34.00
Summer Months:	
Demand Charge – First 50 kW	$0.00
Additional kW	$12.86
Non-Fuel Energy Charge – First 15,000 kWh	$0.08689
Non-Fuel Energy Charge – Additional kWh	$0.04534
Winter Months:	
Demand Charge – First 50 kW	$0.00
Additional kW	$11.92
Non-Fuel Energy Charge – First 15,000 kWh	$0.08378
Non-Fuel Energy Charge – Additional kWh	$0.04239
Transition Months:	
Demand Charge – First 50 kW	$0.00
Additional kW	$11.92
Non-Fuel Energy Charge – First 15,000 kWh	$0.08181
Non-Fuel Energy Charge – Additional kWh	$0.04121

GSA - 3 (1,001-5,000 kW) (Class 54) (Rate Code: 148)

Customer Charge (All Months)	$98.48
Summer Months:	
Demand Charge – First 1,000 kW	$12.87
Excess over 1,000 kW	$15.61
Non-Fuel Energy Charge – per kWh	$0.04598
Winter Months:	
Demand Charge – First 1,000 kW	$11.94
Excess over 1,000 kW	$14.64
Non-Fuel Energy Charge – per kWh	$0.04303
Transition Months:	
Demand Charge – First 1,000 kW	$11.94
Excess over 1,000 kW	$14.64
Non-Fuel Energy Charge – per kWh	$0.04185

GSB – TOU – General Power Schedule (Industrial Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	$1,500.00
Administrative Charge (All Months)	$350.00
Summer Months:	
Demand Charge – per kW:	
On Peak Demand	$10.87
Maximum Demand	$5.21
Excess Demand	$10.87
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.06513
Off Peak: Block 1 – First 200 HOU	$0.04022
Block 2 – Next 200 HOU	$0.00564
Block 3 – Excess of 400 HOU	$0.00223
Winter Months:	
Demand Charge – per kW:	
On Peak Demand	$9.90
Maximum Demand	$5.21
Excess Demand	$9.90
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.05378
Off Peak: Block 1 – First 200 HOU	$0.04244
Block 2 – Next 200 HOU	$0.00564
Block 3 – Excess of 400 HOU	$0.00223

Transition Months:

Demand Charge – per kW:

On Peak Demand	$9.90
Maximum Demand	$5.21
Excess Demand	$9.90

Non-Fuel Energy Charge – per kWh:

On Peak	$0.03990
Off Peak: Block 1 – First 200 HOU	$0.03990
Block 2 – Next 200 HOU	$0.00564
Block 3 – Excess of 400 HOU	$0.00223

GSC – TOU – General Power Schedule (Industrial Service)

(15,001 – 25,000 kW)

Customer Charge (All Months)	$1,500.00
Administrative Charge (All Months)	$350.00

Summer Months:

Demand Charge – per kW:

On Peak Demand	$10.87
Maximum Demand	$4.60
Excess Demand	$10.87

Non-Fuel Energy Charge – per kWh:

On Peak	$0.06513
Off Peak: Block 1 – First 200 HOU	$0.04022
Block 2 – Next 200 HOU	$0.00564
Block 3 – Excess of 400 HOU	$0.00223

Winter Months:

Demand Charge – per kW:

On Peak Demand	$9.90
Maximum Demand	$4.60
Excess Demand	$9.90

Non-Fuel Energy Charge – per kWh:

On Peak	$0.05378
Off Peak: Block 1 – First 200 HOU	$0.04244
Block 2 – Next 200 HOU	$0.00564
Block 3 – Excess of 400 HOU	$0.00223

Transition Months:

Demand Charge – per kW:

On Peak Demand	$9.90
Maximum Demand	$4.60
Excess Demand	$9.90

Non-Fuel Energy Charge – per kWh:

On Peak	$0.03990
Off Peak: Block 1 – First 200 HOU	$0.03990
Block 2 – Next 200 HOU	$0.00564
Block 3 – Excess of 400 HOU	$0.00223

MSB – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	$1,500.00
Administrative Charge (All Months)	$350.00

Summer Months:

Demand Charge – per kW:

On Peak Demand	$10.24
Maximum Demand	$2.26
Excess Demand	$10.24

Non-Fuel Energy Charge – per kWh:

On Peak	$0.05779
Off Peak: Block 1 – First 200 HOU	$0.03279
Block 2 – Next 200 HOU	$0.00310
Block 3 – Excess of 400 HOU	$0.00055

Winter Months:

Demand Charge – per kW:

On Peak Demand	$9.27
Maximum Demand	$2.26
Excess Demand	$9.27

Non-Fuel Energy Charge – per kWh:

On Peak	$0.04639
Off Peak: Block 1 – First 200 HOU	$0.03502
Block 2 – Next 200 HOU	$0.00310
Block 3 – Excess of 400 HOU	$0.00055

Transition Months:

Demand Charge – per kW:

On Peak Demand	$9.27
Maximum Demand	$2.26
Excess Demand	$9.27

Non-Fuel Energy Charge – per kWh:

On Peak	$0.03589
Off Peak: Block 1 – First 200 HOU	$0.03589
Block 2 – Next 200 HOU	$0.00310
Block 3 – Excess of 400 HOU	$0.00055

MSC – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)

(15,001 – 25,000 kW)

Customer Charge (All Months)	$1,500.00
Administrative Charge (All Months)	$350.00
Summer Months:	
Demand Charge – per kW:	
On Peak Demand	$10.24
Maximum Demand	$1.65
Excess Demand	$10.24
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.05667
Off Peak: Block 1 – First 200 HOU	$0.03166
Block 2 – Next 200 HOU	$0.00451
Block 3 – Excess of 400 HOU	$0.00451
Winter Months:	
Demand Charge – per kW:	
On Peak Demand	$9.27
Maximum Demand	$1.65
Excess Demand	$9.27
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.04526
Off Peak: Block 1 – First 200 HOU	$0.03388
Block 2 – Next 200 HOU	$0.00451
Block 3 – Excess of 400 HOU	$0.00451
Transition Months:	
Demand Charge – per kW:	
On Peak Demand	$9.27
Maximum Demand	$1.65
Excess Demand	$9.27
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.03476
Off Peak: Block 1 – First 200 HOU	$0.03476
Block 2 – Next 200 HOU	$0.00451
Block 3 – Excess of 400 HOU	$0.00451

Outdoor Lighting

Summer Months – Energy Charge – per kWh	$0.04807
Winter Months – Energy Charge – per kWh	$0.04492
Transition Months – Energy Charge – per kWh	$0.04293

Alternate – TOU GSA – General Power Schedule (Commercial, Industrial Service)

(Base Rate - Does NOT include Hydro and Revenue Adjustments)

TGSA-1 (0-50 kW)

Customer Charge (All Months)	$36.64
Summer Months:	
Non-Fuel Energy Charge – All On Peak kWh	$0.01790
Non-Fuel Energy Charge – All Off Peak kWh	$0.06038
Non-Summer Months:	
Non-Fuel Energy Charge – All On Peak kWh	$0.015996
Non-Fuel Energy Charge – All Off Peak kWh	$0.06296

TGSA-2 (51-1,000 kW)

Customer Charge (All Months)	$97.24
Summer Months:	
Demand Charge – per kW:	
On Peak Demand	$15.11
Excess Demand	$3.63
Non-Fuel Energy Charge – All On Peak kWh	$0.08057
Non-Fuel Energy Charge – All Off Peak kWh	$0.05537
Non-Summer Months:	
Demand Charge – per kW:	
On Peak Demand	$14.15
Excess Demand	$3.63
Non-Fuel Energy Charge – All On Peak kWh	$0.06940
Non-Fuel Energy Charge – All Off Peak kWh	$0.05795

TGSA - 3 (1,001-5,000 kW)

Customer Charge (All Months)	$671.43
Summer Months:	
Demand Charge – per kW:	
On Peak Demand	$13.94
Excess Demand	$2.60
Additional Demand Charge – per kW: In excess of 2,500 kW or customer's On Peak or Off Peak contract demand (Higher of the two values)	$13.94
Non-Fuel Energy Charge – All On Peak kWh	$0.06694
Non-Fuel Energy Charge – All Off Peak kWh	$0.04173

Non-Summer Months:

Demand Charge – per kW:	
On Peak Demand	$12.99
Excess Demand	$2.60
Additional Demand Charge – per kW: In excess of 2,500 kW or customer's On Peak or Off Peak contract demand (Higher of the two values)	$12.99
Non-Fuel Energy Charge – All On Peak kWh	$0.05580
Non-Fuel Energy Charge – All Off Peak kWh	$0.04436

NOTE:

- Determination of Seasonal Periods
  Summer Months – June, July, August, September
  Winter Months – December, January, February, March
  Transition Months – April, May, October, November

  For Alternate TGSA Rate Schedules Only:
  Summer Months – April, May, June, July, August, September and October
  Non-Summer Months – November, December, January, February and March.

- Determination of On Peak and Off Peak Hours (for TOU rate schedules)
  Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that on peak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday. On peak hours for each day shall, for purposes of TOU rate schedules, be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November and December. For all other hours of each day and all hours of such excepted days shall be off peak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said on peak and off peak hours are subject to change by TVA. In the event TVA determines that such changed on peak and off peak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

The foregoing Ordinance was proposed in a motion by Council Member Mims, seconded by Council Member Bryan, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

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

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
President

ATTEST:

Missy Shelton
Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan
Todd Jordan, Mayor

8-15-2023
DATE

ATTEST:

Kim Hanna
Kim Hanna, City Clerk

Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, August 1, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, August 1, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Louis Britton, Steven Blaylock and Chauncey Godwin. Board members Leslie Nabors and Dimple Patel joined the meeting via telephone. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Stephanie Moody-Coomer. Mayor Todd Jordan, Kim Hanna attended the meeting representing the City of Tupelo.

Neal McCoy called the meeting to order at 2:06 p.m.

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

Stephanie Browning moved that the minutes from July 2023 be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report. Stephanie Browning moved for approval of the financial report. Chauncey Godwin seconded the motion. All voting aye, the motion carried.

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

Neal McCoy presented the final budget for approval. Chauncey Godwin moved approval of the FY '24 budget as presented. Stephanie Browning seconded the motion. All voting aye, the motion carried.

Steven Blaylock made a motion to go into executive session to discuss personnel issues. Leslie Nabors seconded the motion. All voting aye, the meeting moved to executive session.

Louis Britton made a motion to come out of executive session. Steven Blaylock seconded the motion. All voting aye, the motion carried and the meeting came out of executive session.

Steven Blaylock made a motion that the Tupelo CVB agree to pay 1/3 of Neal McCoy's salary and benefits in his new role as Project Manager of Destination Development for the City of Tupelo. The motion includes the stipulation that should Neal McCoy no longer be employed by the City of Tupelo in the role of Project Manager for Destination Development that the CVB Board of Directors has the right to re-consider whether the role is partially funded by the Tupelo CVB and has management over the CVB destination development line item. Dimple Patel seconded the motion. All voting aye, the motion carried.

Steven Blaylock made a motion that the CVB board of directors recommend to Mayor Todd Jordan by letter that Stephanie Coomer, CVB deputy director, be appointed as executive director of the Tupelo CVB to fill the role Neal McCoy has vacated. Louis Britton seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:44 p.m.

Submitted by:

Chauncey Godwin, Secretary

Neal McCoy, Chairman

AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE August 10, 2023

SUBJECT: IN THE MATTER OF APPOINTMENT OF EMILY ELLIOT TO CVB BOARD **NM**

Request:

Appointment of Emily Elliot to CVB Board for two years starting August 2023 – June 2025 representing the Tupelo Restaurant Association.

August 11, 2023

Mayor Todd Jordan
71 East Troy St
Tupelo MS 38804

Mayor Jordan,

On Thursday, August 10, 2023 the Tupelo Restaurant Association met to discuss multiple items on their agenda including nominating someone to serve on the Tupelo CVB Board. The association has two positions on the board and they both serve staggered two-year terms. Emily Elliot was nominated by Benard Bean and seconded by Blair Hughes to serve from now until June 2025, replacing Chauncey Godwin who has served since 2006.

Emily and her husband John Mark own three Lost Pizza stores including the two in Tupelo so they understand the struggles with owning a locally owned restaurant. In addition to their restaurant businesses, Emily and John Mark have children that play youth travel sports so she will add a perspective of important matters to families as we recruit youth sporting events to Tupelo.

I think you will find that Emily will be a dedicated and passionate board member representing the Tupelo Restaurant Association.

Sincerely

Neal McCoy
Tupelo CVB Director

tupelo.net
P.O. Drawer 47 • 399 East Main St. • Tupelo, MS 38802 • #MyTupelo

AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE August 10, 2023

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL FOR THE DEPOT (FARMERS MARKET) AUTHORIZING MAYOR TO EXECUTE DOCUMENTS **NM**

Request:

Contract with TEK1 Studio to design The Depot (Farmers Market)

AIA Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Tupelo
71 East Troy St
Tupelo, MS 38804

and the Architect:
(Name, legal status, address and other information)

Tek1 Studio, PLLC
4206 Ridgeway Drive
Belden, MS 38826

for the following Project:
(Name, location and detailed description)

The Depot
Front Street
Tupelo, MS 38804

The Owner and Architect agree as follows.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Provide a new open air covered structure to host events and public gathering.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new structure shall be approximately 190'x50'. The structure shall be used for events open to the public as well as potential for privately hosted events. Topographic survey has been provided by the Owner and prepared by Rex Smith of Landmark Surveying Associates.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$2,300,000 and shall include all Professional fees

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Neal McCoy - Executive Director Tupelo Convention and Visitors Bureau

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Dabbs Corporation
1050 N. Eason Blvd
Tupelo, MS 38804

.2 Civil Engineer:

Dabbs Corporation
1050 N. Eason Blvd
Tupelo, MS 38804

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chris Root, Tek1 Studio, PLLC - Principal

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Strutek
1050 N. Eason Blvd
Tupelo, MS 38804

.2 Mechanical Engineer:

HNA Engineering
5411 Hayes Rd
Arlington, TN 38002

.3 Electrical Engineer:

HNA Engineering
5411 Hayes Rd
Arlington, TN 38002

.4 Plumbing Engineer:

HNA Engineering
5411 Hayes Rd
Arlington, TN 38002

.5 Landscape Architect:

Sloan Landscape Architecture, LLC
301 W. Main Street
Tupelo, MS 38804

1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000) 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.

§ 2.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

~~**§ 2.5.5** Employers' Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary *structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental* or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, *a preliminary design illustrating the scale and relationship of the Project components.*

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's

approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 *Bidding Documents shall consist of bidding requirements and proposed Contract Documents.*

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the

Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is

not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect/Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Civil Engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect/Owner
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Forty (40) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility;

expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project *until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the* Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 *The Architect and the Architect's consultants shall be deemed the authors and owners of their respective* Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

100% of the Architectural fee due at the corresponding phase of service as outlined in Article 3

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Permitted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 *The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this* Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining

provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

$175/hr

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

$175/hr

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Procurement Phase	Ten	percent (	10	%)
Construction Phase	Fifteen	percent (	15	%)

Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

$175/hr

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Owner added as Signatory and additional named insured

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Ten Thousand Dollars ($ 10,000,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » ($ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % Ten Percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 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.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Owner's Mandatory Addendum

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Todd Jordan, Mayor	Chris Root, AIA Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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

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

1. TUPELO does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
   Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
   Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
   Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.

10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice.
    Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).

11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
    Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

12. TUPELO does not agree to submit to binding arbitration.
    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
    Miss. Code Ann. § 31-7-305.

14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
    Miss. Code § 25-61-9 (7).

15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
    Miss. Code § 25-61-9 (1).

16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

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

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

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

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

    Miss. Code Anno. 21-27-1

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

    MS AG Ops. 2012-00013

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

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

Acknowledged and agreed:

Todd Gowlie

CITY

Date: 9-5-2023

CONTRACTING PARTY

Date: 09.05.23

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth (8th) day of August in the year Two Thousand Twenty-three (2023)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6513
Fax Number: (662) 840-2075

and the Architect:
(Name, legal status, address and other information)

PryorMorrow PC
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

for the following Project:
(Name, location and detailed description)

The City of Tupelo
Fire Station #5
Tupelo, Mississippi
PryorMorrow Project Number 2023526
Project Location: As identified by the Owner.
Project Description: The project includes pre-schematic design, schematic design, design development, construction documents, bidding, and construction administration services for a new fire station for The City of Tupelo

The Owner and Architect 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.

Init.
/

APPENDIX O

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

A pre-schematic design, schematic design, design development, construction documents, bidding, and construction administration for a new Fire Station #5 for The City of Tupelo.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new facility may be located at or near the location of the existing Fire Station #5 in Tupelo. If another location is selected, the Owner will inform the Architect prior to the Architect's beginning the pre-schematic design.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined based upon the Owner's program, the established scope of work, and the pre-schematic design.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completion of programming and pre-schematic design: To be determined by The City of Tupelo and based upon the recommendation of the Architect.
Completion of construction documents and advertisement for bids: To be determined by The City of Tupelo and based upon the recommendation of the Architect.

.2 Construction commencement date:

To be determined by The City of Tupelo

.3 Substantial Completion date or dates:

To be determined. It is to be noted that site work, weather, material delivery delays, other uncontrollable events, and acts of God could affect any substantial completion dates.

.4 Other milestone dates:

Not applicable.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Todd Jordan
Mayor
and
Don Lewis
Chief Operations Officer
and
Officials of the Tupelo Fire Department as identified by the Owner
The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6513
Fax Number: (662) 840-2075

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

As indicated in § 1.1.7.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined and provided by the Owner. The Owner may elect to assign the responsibility of geotechnical engineering and reimburse the Architect for such services.

.2 Civil Engineer:

To be determined and provided by the Owner. The Owner may elect to assign the responsibility for civil engineering and reimburse the Architect for such services.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

(1) Hazardous materials and removal design: The Owner shall reimburse the Architect for inspections for hazardous materials and, if necessary, removal designs.

(2) Mechanical, plumbing, and electrical engineering: The Architect, with the Owner's approval, shall secure the services of an Engineer to be identified. The Owner shall reimburse the Architect for the design and site inspection services of mechanical, plumbing, and electrical engineering consultants.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

William V. Dexter, Jr., AIA
Principal
and
Rud B. Robison, Jr., AIA
Architect
and
Charles A. Watson, AIA
Architect
PryorMorrow PC
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Fowler Engineering, LLC

1989 Oak Tree Cove, Suite A
Hernando, Mississippi 38632
Telephone Number: (662) 469-9571
Fax Number: (662) 469-9571

.2 Mechanical Engineer:

Refer to § 1.1.9.3 above.

.3 Electrical Engineer:

Refer to § 1.1.9.3 above.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at the time of execution of this Agreement but may be determined at a later date as necessary.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Owner is not seeking LEED design or LEED certification.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it

is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage. The Owner shall be named as additional insured on the Commercial General Liability coverage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 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.

§ 2.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and One Million Dollars And Zero Cents ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids ~~or negotiated proposals~~; (2) confirming responsiveness of bids ~~or proposals~~; (3) determining the successful bid ~~or proposal~~, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 ~~**Negotiated Proposals**~~

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 ~~The Architect shall assist the Owner in obtaining proposals by:~~

- **.1** ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- **.2** ~~organizing and participating in selection interviews with prospective contractors;~~
- **.3** ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- **.4** ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect (refer to § 11.5)
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect and Civil Engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect and Civil Engineer
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect (refer to § 4.1.2.1 below)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	General Contractor (refer to § 4.1.2.1 below)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided

§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.10 Limited to basic color selections.
4.1.1.16 Provided by the General Contractor as part of the required closeout documents for the specific project.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 One weekly (1 weekly) visits to the site by the Architect ~~during construction~~. The weekly site visit services shall be provided for the original period of time prescribed in the Contractor's contract for construction. Weekly site visit services will be provided at an hourly rate beyond the Contractor's original prescribed time period established in the Owner-Contractor Agreement. Should the Contractor be granted time extensions beyond the original time period established in the Owner-Contractor Agreement via change order, weekly site visit services will be provided at an hourly rate. Refer to the attached Exhibit "A" for PryorMorrow's hourly rates.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 ~~**Arbitration**~~

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 ~~Consolidation or Joinder~~

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 8.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner or the Architect may terminate this Agreement upon not less than seven days' written notice to the other party for the Owner's or the Architect's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

The Owner shall compensate the Architect for pre-schematic design of a new Fire Station #5. The compensation for this pre-schematic design shall be a lump sum in the amount of Twelve Thousand Dollars and Zero Cents ($12,000.00).

.2 Percentage Basis
(Insert percentage value)

Seven percent (7%) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Geotechnical engineering consultants: The Owner shall reimburse the Architect for consultants to provide geotechnical/soils investigations.
Civil engineering consultants: The Owner shall reimburse the Architect for consultants to provide topographic surveys, civil engineering design services, and civil site inspections during construction.
Hazardous materials consultants: The Owner shall reimburse the Architect for consultants to provide services related to hazardous materials inspections and removal designs.
Mechanical, plumbing, and electrical engineering consultants: The Owner shall reimburse the Architect for the design and site inspection services of mechanical, plumbing, and electrical engineering consultants.

.3 Other
(Describe the method of compensation)

Not applicable.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to the attached Exhibit "A" for PryorMorrow's hourly rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to the attached Exhibit "A" for PryorMorrow's hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%),~~or as follows~~:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming and Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to the attached Exhibit "A" for PryorMorrow's hourly rates.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 ~~long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Legal prevailing rate.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 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.)

Not applicable.

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

(1) Exhibit "A": PryorMorrow's Hourly Rates.

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

(1) Exhibit "A": PryorMorrow's Hourly Rates.
(2) Exhibit "B": Mandatory Addendum to All City of Tupelo Contracts dated October 28, 2022.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature)
Todd Jordan, Mayor	William V. Dexter, Jr., AIA, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

The City of Tupelo
Fire Station #5
Tupelo, Mississippi
PryorMorrow Project Number 2023526
HOURLY RATES

Principal	$165.00 per hour
Architect	$145.00 per hour
Landscape Architect	$119.00 per hour
Engineer	$145.00 per hour
Interior Designer	$112.00 per hour
Construction Administrator	$112.00 per hour
Intern Architect/Engineer	$ 86.00 per hour
CAD Technician 3	$ 78.00 per hour
CAD Technician 1	$ 66.00 per hour
Accounting	$ 59.00 per hour
Marketing	$ 49.00 per hour
Clerical	$ 46.00 per hour
Mileage	$.565 per mile

EXHIBIT "A"

Columbus, MS
Michael W. Taylor, AIA : Corey D. Ravenhorst, PE
P.O. Box 167 : 102 Rosecrest Dr. : Columbus, MS 39703 : P 662 327 8990 : F 662 327 8991

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

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

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

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

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

1. TUPELO does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
   Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
   Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
   Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.

10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice.
    Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).

11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
    Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

12. TUPELO does not agree to submit to binding arbitration.
    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
    Miss. Code Ann. § 31-7-305.

14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
    Miss. Code § 25-61-9 (7).

15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
    Miss. Code § 25-61-9 (1).

16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

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

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

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

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

    Miss. Code Anno. 21-27-1

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

    MS AG Ops. 2012-00013

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

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

Acknowledged and agreed:

Todd Jordan

CITY
Date:
8-21-2023

CONTRACTING PARTY
Date: 8/8/2023

ORDER

AN ORDER AUTHORIZING THE ISSUANCE OF A CREDIT CARD TO THE MAYOR FOR USE RELATED TO HIS OFFICIAL TRAVEL AND FOR OTHER EXPENSES RELATED TO THE OFFICIAL TRAVEL OF OTHER EMPLOYEES AND OFFICIALS OF THE CITY OF TUPELO

WHEREAS, the City of Tupelo, Mississippi is authorized by Miss Code Ann. § 21-39-27 (1972, as amended) to obtain one or more credit cards for use by the governing authorities and other municipal employees to pay expenses incurred by them when traveling in or out of the state in the performance of their official duties; and

WHEREAS, both in-state and out-of-state travel is often a necessary function of the job for the Mayor, City Council and other employees and officials of the City of Tupelo; and

WHEREAS, the availability of a city issued credit card will allow the City of Tupelo to manage the travel expenses of these employees and officials without requiring these employees and officials to seek reimbursement for their otherwise out of pocket expenses; and

WHEREAS, a city issued credit card may only be used for lawful expenses incurred by the City of Tupelo, its employees and officials while on sanctioned travel as a part of their official work duties.

NOW, THEREFORE, the City of Tupelo by and through its governing authorities resolve and order as follows:

1. The prefatory statements are hereby found to be in accordance with a lawful expression of municipal power by the governing authorities of the city of Tupelo concerning the care and management of municipal business and are therefore adopted and incorporated herein.
2. The Mayor and City Clerk are empowered to enter into a credit card usage agreement with a credible financial institution doing business in the State of Mississippi for the issuance of one (1) credit card, to be issued to the mayor, and to execute all documents necessary to effectuate the terms of the agreement in accordance with the laws of the State of Mississippi and the terms of this Order, subject to later ratification by the City Council.
3. It shall be the policy of the City of Tupelo that credit cards issued by the City of Tupelo pursuant to this Order shall only be used for lawful expenses associated with in-state or out-of-state travel, and only those travel-related expenses related to the official travel of the governing authorities and other employees of the city of Tupelo, as pre-approved by the mayor, may be charged to said credit card,
4. All credit card expenditures shall be reported, verified and itemized with the City Clerk no later than 10-days after the expense has been incurred or 10-days after such travel has concluded, whichever occurs later.
5. The City Clerk shall present monthly to the Mayor and City Council a report containing an itemized statement of all expenses and uses of the credit card within the previous month, and such expenditures may be allowed for payment in the same manner as other items on the claims docket.

6. The employee or official having been issued a credit card shall be subject to all interest and fees and other charges related to the collection of expenditures not approved by the governing authorities of the City of Tupelo.
7. The Chief Financial Officer is authorized to enact policies and procedures necessary for the monitoring, reporting, itemizing and utilization of city issued credit cards to the extent allowed by law.

The foregoing Order was proposed in a motion by Councilmember Davis, seconded by Councilmember Bryan, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Councilmember Mims voted	Aye
Councilmember Bryan voted	Aye
Councilmember Beard voted	Aye
Councilmember Davis voted	Aye
Councilmember Palmer voted	Aye
Councilmember Gaston voted	Aye
Councilmember Jones voted	Aye

WHEREUPON, the foregoing order was declared, passed and adopted at a Regular Meeting of the Council on this the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard
TRAVIS BEARD, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

8-15-2023
DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE August 10, 2023

SUBJECT: IN THE MATTER OF APPOINTMENT OF STEPHANIE COOMER AS DIRECTOR OF CONVENTION AND VISITORS BUREAU **TJ**

Request:

Please approve the appointment of Stephane Coomer as the Director of the Convention and Visitors Bureau, effective immediately.

The Honorable Todd Jordan
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Dear Mayor Jordan,

The Tupelo Convention and Visitors Bureau met on Tuesday, August 1, 2023. During executive session, we discussed Neal McCoy's new role for the City of Tupelo and the vacancy created for the CVB executive director position. While recognizing that the position is by appointment of the Mayor, we wanted to recommend you appoint Stephanie Coomer, the CVB's current deputy director, to the role of executive director. Ms. Coomer has worked at the Tupelo CVB for nearly 15 years, and has worked closely with Neal McCoy to learn the CVB's program in its totality. It is our opinion that she will be able to seamlessly fill this role and continue the excellent work that the Tupelo CVB provides for the City of Tupelo.

Please feel free to contact me to discuss further.

Sincerely,

Chauncey Godwin

Chauncey Godwin, Secretary
Tupelo CVB Board of Directors

APPENDIX Q

AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE August 10, 2023

SUBJECT: IN THE MATTER OF APPOINTMENT OF TANNER NEWMAN AS DIRECTOR OF DEPARTMENT OF DEVELOPMENT SERVICES **TJ**

Request:

Please approve the appointment of Tanner Newman as the Director of the Department of Development Services, effective immediately.

ORDER

ORDER AUTHORIZING EXPENDITURE TO MATCH SECTION 42 AND/OR HISTORIC TAX CREDITS FUNDS FOR CARNATION PLANT RENOVATIONS PROJECT

WHEREAS, Pursuant to Miss. Code Anno.§21-17-1(8) (1972 as amended), the governing authority of any municipality, in its discretion, may expend municipal funds to match any state, federal or private funding for any program administered by the State of Mississippi, the United States government or any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, the City of Tupelo maintains a restricted account established from the loan payoff proceeds of a qualified contract sale of the properties of Pinecrest/Tupelo, LP, a HOME project; and

WHEREAS, the use of these funds is restricted to assisting housing projects and rental programs to benefit low and moderate income residents of the City of Tupelo; and; and

WHEREAS, Old Historic Carnation, LP is renovating the historic Carnation Milk plant to construct 31 housing units for seniors earning between 30% and 60% of the area's median income; and

WHEREAS, the project is being funded by approximately $15 million from Internal Revenue Code Section 42 low income housing tax credits program administered by Mississippi Home Corporation, National Parks Service federal historic tax credits and Mississippi Department of Archives and History state historical tax credits; and

WHEREAS, the 36,000 square feet Carnation Milk plant was constructed in 1927, taking a little over 90 days to build at a cost of $225,000; and

WHEREAS, the evaporated milk producer immediately made a transformative economic impact on Tupelo and the region, producing 150,000 pounds of milk per day, generating $1.5 million dollars in annual income to farmers and providing a year-round market for a diversified dairy industry; and

WHEREAS, located on the Frisco Railroad next to Mill Village, the plant--famous for its smoke stack defining the skyline of downtown Tupelo—closed in 1972 and was added to the National Register of Historic Places in August 2009; and

WHEREAS, Old Historic Carnation, LP has requested assistance from the city in the form of a reimbursement of its building permit fees in order to complete this worthwhile historic preservation and affordable housing project; and

NOW THEREFORE, it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The prefatory paragraphs of this Order are hereby adopted, found, determined and incorporated herein to be accordance with the necessary and warranted exercise of the authority of the City of Tupelo to match federal and state funding for this project from its restricted fund for the purposes of this housing program for low and moderate income senior citizens.

2. The amount of the match is $32,540.30 and represents a reimbursement of the building permit fees paid by Old Historic Carnation, LP in the same amount.

3. The expenditure is authorized and the Mayor and City Clerk are hereby ordered to pay to Old Historic Carnation, LP the amount of $32,540.30.

After a full discussion of this matter, Council Member L. Bryan moved that the foregoing Order be adopted and said motion was seconded by Council Member N. Davis and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	Aye
Councilmember Bryan voted	Aye
Councilmember Beard voted	Aye
Councilmember Davis voted	Aye
Councilmember Palmer voted	Aye
Councilmember Gaston voted	Aye
Councilmember Jones voted	Aye

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 15 day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard

TRAVIS BEARD, Council President

ATTEST:

Missy Shelton

MISSY SHELTON
Clerk of the Council

APPROVED:

Todd Jordan

Todd Jordan, Mayor

8.16.2023

DATE

ORDER

AN ORDER .CORRECTING MINUTES OF SEPTEMBER 6, 2022

WHEREAS, upon review of the booked minutes of the Regular Meeting of the Tupelo City Council held September 6, 2022, corrections need to be made to Appendices V, W, X and Y.

NOW THEREFORE it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The attached Exhibit 1 was omitted but represents the action taken IN THE MATTER OF APPROVAL OF 2022-2023 LEE COUNTY E911 INTERLOCAL AGREEMENT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT found at Minute Book 166 Page 6. Exhibit 1 shall be corrected, substituted as *Appendix V* and numbered as Minute Book 166 Pages 143-144.

2. The previously booked Appendix V corresponds with the action taken IN THE MATTER OF ACCEPTANCE OF DEEDS TO REAL PROPERTY FOR 820 BLAIR STREET, 108 ELVIS PRESLEY DRIVE, 202 ELVIS PRESLEY DRIVE, 2983 S. GREEN STREET, 817 BLAIR STREET, 115 LAWNDALE DRIVE, 508 N. MADISON STREET, AND 209 TOLBERT STREET found at Minute Book 166 Page 7, and should now be corrected to read *Appendix* Wand renumbered as Minute Book 166 Pages 145- 189.

3, The previously booked Appendix W corresponds with the action taken IN THE MATTER OF RATIFICATION OF ENGINEERING CONTRACTS FOR AMERICAN RESCUE PLAN ACT (ARPA) AND MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM found at Minute Book 166 Page 7, and should now be corrected to read *Appendix X* and renumbered as Minute Book 166 Pages 190-220.

4. The attached Exhibit 2 was omitted but represents the action taken IN THE MATTER OF AMENDMENT TO 2018 INTERNATIONAL RESIDENTIAL CODE AND CODE OF ORDINANCES CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS ARTICLE XII -RENTAL HOUSING CODE SECTION 7-216 REQUIRING OVERHEAD RANGE HOOD OR DOWNDRAFT EXHAUST EQUIPMENT found at Minute Book 166 Page 7. Exhibit 1 shall be corrected, substituted as*Appendix Y* and numbered as Minute Book 166 Pages 221-224.

5. The booked minutes of the September 6, 2022 meeting contain a study agenda item APPENDIX X pertaining to a rezoning moved up for a subsequent meeting and a study agenda item APPENDIX Y pertaining to proposed development code amendments

moved up for a subsequent meeting. As corrected by the above directions, these documents should be stricken as appendices.

6. The Clerk of the Council shall notate in red the pertinent parts of the booked minutes of September 6, 2022 referencing these corrections of August 15, 2023.

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

Councilmember Mims voted	Aye
Councilmember Bryan voted	Aye
Councilmember Beard voted	Aye
Councilmember Davis voted	Aye
Councilmember Palmer voted	Aye
Councilmember Gaston voted	Aye
Councilmember Jones voted	Aye

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard
Travis Beard, Council President

ATTEST:

Missy Shelton
MISSY SHELTON
Clerk of the Council

APPROVED:

Todd Jordan
Todd Jordan, Mayor

8-16-2023
DATE

LEE COUNTY COMMUNICATIONS
MEMORANDUM OF UNDERSTANDING
FOR THE MUNICIPALITY OF TUPELO
PUBLIC SAFETY AGENCY DISPATCH

THIS AGREEMENT made the ____day of _____ 2022, by the E9-1-1 Board of Commissioners of _Lee_ County, Mississippi; the Mayor and Board of Aldermen (City Council) of the City of _Tupelo_ Mississippi.

WHEREAS, such additional funding for 9-1-1 Districts are authorized by Title 19 Chapter 5 Section 313 of the Mississippi Code 1972, Annotated.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Board of Supervisors of _Lee_ County, the Mayor and Board of Aldermen (City Council) of the City of _Tupelo_, hereby do agree as follows:

SECTION 1: Term: This agreement shall remain in full force and effect until 12:01 a.m. October 1, 2023 or cancelled by mutual agreement of the parties or by 90 days written notice by one party to the other party of the parties or by 90 days written notice of said cancellation.

SECTION 2: Organization:

A. Lee County Communications will provide continuous public safety dispatching for the Municipality of Tupelo.

A. The duties and responsibilities of Lee County Communications will be to transmit and receive non-emergency traffic for the public safety agencies, provide assistance for MJIC information, and assist in resource management for public safety activities of said Municipality.

SECTION 3: Finance: Whereas the annual costs of providing a dispatch services for the public safety agencies in Lee County, MS has been determined based on approximate population, the Municipality agrees to pay Lee County Communications the sum of $202,045.75 for fiscal year 2022/23. Payments for public safety dispatching services may be rendered in one lump sum, or in monthly, quarterly, or bi-annual installments

SECTION 4: Waiver of Claims: Each party hereto hereby waives all claims against the other for compensation of any loss, damage, personal injury or death occurring in consequence of performance or either party, their agents or employees hereunder.

Exhibit
1

To be substituted as Appendix V, Minutes of 9-6-2022.

SECTION 5: Integration: This Agreement contains the entire understanding between the parties, and there are no understanding or representatives not set forth or incorporated by reference herein. No subsequence modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

SECTION 6: Compliance with Laws: In performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

SECTION 7: Severability: Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of other provisions, it being the intent that the provisions shall be severable and remain valid.

WITNESS OUR SIGNATURES:

LEE COUNTY E9-1-1 BOARD OF COMMISSIONERS

BY:_____

DATE:_____

ATTEST:

BY:_____

CITY OF TUPELO, MISSISSIPPI

BY:_____
TODD JORDAN

DATE: _____

ATTEST:
BY:_____

ORDINANCE AMENDING PROVISIONS OF CHAPTER 7, ARTICLE VIII MECHANICAL CODE, ARTICLE IX RESIDENTIAL CODE AND ARTICLE XII RENTAL HOUSING CODE OF THE CITY OF TUPELO, MISSISSIPPI

WHEREAS, Miss. Code Anno. §§ 17-2-4 and 17-2-5 (1972 as amended) require municipalities to adopt and enforce minimum standards for building construction; and

WHEREAS, Miss. Code Anno. § 21-19-25 (1972 as amended) grants municipalities the power to adopt health, safety and welfare codes, including building codes; and

WHEREAS, on September 18, 2018, the City of Tupelo adopted the 2018 International Mechanical Code as Chapter 7, Article VIII, Sec. 7-131 of its Code of Ordinances to address requirements for mechanical equipment in buildings and structures; and

WHEREAS, on September 18, 2018, the City of Tupelo adopted the 2018 International Residential Code as Chapter 7, Article VIII, Sec. 7-133 of its Code of Ordinances to address requirements for all new construction of one and two family dwellings; and

WHEREAS, on November 1, 2011, the City of Tupelo adopted the Rental Housing Code as Chapter 7, Article XII of its Code of Ordinances to establish base standards for all rental housing units located within the City of Tupelo, Mississippi, including manufactured homes, single family homes and multifamily units; and

WHEREAS, the Department of Development Services and the License Commission have reviewed and considered information regarding the need to revise certain provisions of each of these codes to require domestic cooking and exhaust equipment in all new construction of one and two family dwellings and multifamily units, and all rental housing units located within the City of Tupelo, Mississippi, including manufactured homes, single family homes and multifamily units; and

Exhibit
2

To be substituted as Appendix Y Minutes of 9-6-2022.

APPENDIX T

WHEREAS, the City Council finds and determines that it is reasonable, fair and necessary to amend the provisions referenced below in order to protect the public health, safety and general welfare of the city.

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

SECTION 1. The prefatory statements are incorporated herein by reference.

SECTION 2. Code of Ordinances, Chapter 7, Article VIII, Section 7-132 shall be amended to delete **"Reserved."** and be replaced by the following language:

Section 7-132.

2018 International Mechanical Code Section 505.2 shall be amended to read:

Domestic cooking exhaust equipment shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. It shall comply with the following as applicable:

1. The fan for overhead range hoods and downdraft exhaust equipment not integral with the cooking appliance shall be listed and labeled in accordance with UL 507.

2. Overhead range hoods and downdraft exhaust equipment with integral fans shall comply with UL 507.

3. Domestic cooking appliances with integral downdraft exhaust equipment shall be listed and labeled in accordance with UL 858 or ANSI Z21.1.

4. Microwave ovens with integral exhaust for installation over the cooking surface shall be listed and labeled in accordance with UL 923.

SECTION 3. Chapter 7, Article IX Section 7-134 shall be amended to delete "**Reserved.**" and be replaced by the following language:

Section 7-134

2018 International Residential Code Section M1503.2 shall be amended to read:

Domestic cooking exhaust equipment shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. It shall comply with the following as applicable:

1. The fan for overhead range hoods and downdraft exhaust equipment not integral with the cooking appliance shall be listed and labeled in accordance with UL 507.

2. Overhead range hoods and downdraft exhaust equipment with integral fans shall comply with UL 507.

3. Domestic cooking appliances with integral downdraft exhaust equipment shall be listed and labeled in accordance with UL 858 or ANSI Z21.1.

4. Microwave ovens with integral exhaust for installation over the cooking surface shall be listed and labeled in accordance with UL 923.

SECTION 4: Chapter 7, Article XII, Sec.7-216 (e) of the Rental Code shall be amended to read:

(e) ***Oven and range or stove.***

(1) Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven and range or stove is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.

(2) Every oven and range or stove shall be equipped with an overhead range hood or downdraft exhaust equipment to vent grease and smoke from the kitchen or kitchen area and shall comply with Section 505.2 of the 2018 International Mechanical Code and Section M1503.2 of the 2018 International Residential Code.

(3) Freestanding or built-in ranges shall have a vertical clearance above the cooking top of not less than 30 inches to unprotected combustible material.

SECTION 5. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and federal law. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

SECTION 6. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Council Member ,

seconded by Council Member , and after discussion, no council member having

called for a reading, was brought to a vote as follows:

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

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 6th day of September, 2022.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, President

ATTEST:

_____
Missy Shelton, Clerk of the Council

APPROVED:

_____
Todd Jordan, Mayor

DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE August 14, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-035AD COUNCIL CHAMBERS RENOVATION **DL**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, August 15, 2023:

Bid No. 2023-035AD – Tupelo City Council Chambers Renovation as the lowest qualified bid submitted by CIG Contractors, Inc. in the amount of $338,600.00. A total of 4 bids were received for this project.

JBHM
Architecture

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

662 844 1822

JBHM.com

August 14, 2023

City of Tupelo
Mayor Todd Jordan
P O Box 1485
Tupelo, Mississippi 38802-1485

Dear Mayor:

RE: **City of Tupelo, Tupelo City Council Chambers Renovation, Tupelo, Mississippi**

Bids for the above-referenced project were opened on Friday, August 11, 2023, at 71 East Troy Street, Tupelo, MS. A total of four (4) bids were received with the apparent low bidder, CIG Contractors, Inc. of Corinth, Mississippi, submitting a Base Bid of $338,600.00.

JBHM Architects recommends awarding the Construction Contract to CIG Contractors, Inc. in the amount of $338,600.00.

If you have any questions, please feel free to contact me.

Sincerely,

Brandon P. Bishop, AIA, NCARB
Principal

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

OFFICES
Columbus
Jackson
Tupelo

PRINCIPALS
BRANDON P. BISHOP, AIA, NCARB
KIMBERLY J. BUFORD, AIA, NCARB
RYAN C. FLORREICH, AIA, NCARB
JOSEPH S. HENDERSON, AIA, NCARB
RICHARD H. MCNEEL, AIA, NCARB
WILLIAM D. WHITTLE, AIA, NCARB

ASSOCIATE
NEIL E. WAGGONER, AIA, NCARB

pc: Randall R. Godwin-CIG Contractors, Inc.; JBHM Project #22080.00.13

JBHM
Architecture

105 Court Street PO Box 1643 Tupelo, MS 38804 662-844-1822

Project Number 22080.00

Project: **City of Tupelo**
Tupelo City Council Chambers Renovation
Tupelo, Mississippi

Opening Date 8/11/2023
Opening Time 2:00 p.m.

Contractor	CIG Contractors	Hills Construction LLC	Roberts Builders, Inc.	Timmons Electric Co.	
Certificate of Responsibility	02738-MC	14154-MC	04854-MC	21683-MC	
Surety Company (5%)	Travelers Casualty and Surety Co. of America	Sure Tec Insurance Company	Travelers Casualty and Surety Co. of America	Old Republic Surety Company	
Addendums #1, #2 & #3 Acknowledged	Yes	Yes	Yes	Yes	
BASE BID	**$ 338,600.00**	**$ 438,800.00**	**$ 450,750.00**	**$ 387,060.00**	**$ -**
Total Bid	$ 338,600.00	$ 438,800.00	$ 450,750.00	$ 387,060.00	$ -
Days	240	300	180	95	

Certified Correct By:

Brandon P. Bishop, AIA, NCARB, Principal

APPENDIX U

Item # 26

Minute Entry Sign Up Sheet

Date: 8/11/2023

Time: 2:00

Bid # 2023-035AD

Department: AD

Project: COUNCIL CHAMBERS

Attandance	Company
Brandon Bishop	JBHM Architects
JESSICA MCEALHERN	JBHM ARCHITECTS
Steven Hill	Hills Construction
Dustin McMillin	Roberts Builders
Chris Moore	
Russell Stewart	CIG
Mike Timmons	Timmons Electric
Neal McCoy	City of Tupelo
Todd Jordan	City of Tupelo
[illegible]	COT
Mac Dillard	COT

SECTION 004200 PROPOSAL FORM
(Submit in Duplicate)

BIDDER

C I G CONTRACTORS, INC.
2072 SOUTH TATE STREET
ADDRESS: CORINTH, MISSISSIPPI 38834

DATE: 08-11-2023

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

RE: City of Tupelo: Tupelo City Council Chambers Renovation

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

BASE BID: three hundred & thirty eight thousand six hundred 00/100 ($338,600.00).

I (We) agree to hold our bid open for acceptance for **forty-five (45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 240 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, C I G CONTRACTORS, INC. (insert company name) is certifying that neither C I G CONTRACTORS, INC. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

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

LIQUIDATED DAMAGES: For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **$1.000.00 per calendar day.** NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the

time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

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

Addendum No.: 1 Dated: July 28, 2023

Addendum No.: 2 Dated: August 02, 2023

Addendum No.: 3 Dated: August 08, 2023

Addendum No.: _____ Dated: _____

SUBCONTRACTOR AND SUPPLIER LISTING:

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid- chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds $50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]
Our Corporation is chartered under the laws of the State of MISSISSIPPI, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 002113, Paragraph 1.5):

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

[TO BE FILLED IN IF A PARTNERSHIP]
Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

C I G CONTRACTORS, INC.

2072 SOUTH TATE STREET

CORINTH, MISSISSIPPI 38834

(662)287-8079 randall.godwin@cigcontractors.com

SIGNED: Randall R. Godwin

TITLE: PRESIDENT
RANDALL R. GODWIN

CERTIFICATE OF RESPONSIBILITY NO.: 02738-MC

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

Address To:

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

Bid for **City of Tupelo: Tupelo City Council Chambers Renovation**

to be opened at 2:00 PM Friday, August 11, 2023.

SUBCONTRACTOR AND SUPPLIER LIST

Work Category or Product Description by Section	Subcontractor or Supplier Name	Subcontractor Certificate of Responsibility Number
Audio Visual	PRO CONCERT	N/A
Seating + Upholstry	Campbells	N/A
Quartz Counter Tops	Premier Countertops	N/A
Finishes	Sunbelt	N/A
Painting	KC. painting	N/A
HVAC	Kline	N/A
Electrical	Terrys Electric	N/A

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

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

State of MISSISSIPPI

County of ALCORN

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

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

Signature of: _____

Bidder, if the bidder is an individual:

_____

Partner, if the bidder is partnership

_____

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

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

Russell T. Stewart RUSSELL T. STEWART, NOTARY

My commission expires 02-14-2027

RUSSELL T. STEWART ID # 347068 NOTARY PUBLIC Commission Expires 02-14-2027 Alcorn County Mississippi

ADDENDUM NO. 1

PROJECT: **CITY OF TUPELO**
TUPELO CITY COUNCIL CHAMBERS RENOVATION
TUPELO, MISSISSIPPI

ARCHITECT: **JBHM ARCHITECTS, P.A**
105 COURT STREET
TUPELO, MISSISSIPPI 38804

This **Addendum No. 1,** dated **July 28, 2023**, supersedes, and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

SPECIFICATIONS:

Item No. 1: **REF SECTION 002113 INSTRUCTIONS TO BIDDERS** – Revise Section 002113.1.04.A. as follows:

A. A pre-bid conference has been scheduled for 10:00 a.m. on Thursday, August 03, 2023 and will be held in the council chambers, Tupelo City Hall, 71 East Troy St., Tupelo, MS 38804.

END OF ADDENDUM 1

Total pages this addendum: 1.

BY: _____
Brandon Bishop, AIA, NCARB

Upon receipt of this addendum your acknowledgement should be noted below and immediately emailed to JBHM Tupelo at nferrell@jbhm.com.

Jonnie Smith
Signature

CIG Contractors, Inc
Name of Company

ADDENDUM NO. 2

PROJECT: CITY OF TUPELO
TUPELO CITY COUNCIL CHAMBERS
TUPELO, MS

ARCHITECT: JBHM ARCHITECTS, P.A
105 COURT STREET
TUPELO, MISSISSIPPI 38804

This **Addendum No. 2,** dated **August 2, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

ELECTRICAL DRAWINGS:

Item No. 1: REF. SHEET ED101: Remove and replace sheet ED101 with attached sheet ED101.

Item No. 2: REF. SHEET E101: Remove and replace sheet E101 with attached sheet E101.

End of Addendum

Total pages this addendum: 1, plus attachments

BY: Brandon Bishop
Brandon Bishop, AIA, NCARB

Upon receipt of this addendum your acknowledgement should be noted below and immediately emailed to JBHM Tupelo at nferrell@jbhm.com.

Ronnie Smith
Signature

CIG Contractors, Inc.
Name of Company

PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS BEFORE RETURNING THEM TO OUR OFFICE.

ADDENDUM NO. 3

PROJECT: **CITY OF TUPELO**
TUPELO CITY COUNCIL CHAMBERS
TUPELO, MS

ARCHITECT: **JBHM ARCHITECTS, P.A**
105 COURT STREET
TUPELO, MISSISSIPPI 38804

This **Addendum No. 3,** dated **August 8, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

GENERAL CLARIFICATIONS:

Item No. 1: The Contractor will have access to the southeastern stairwell, the elevator, the second floor restrooms, and the city council chambers for the duration of the project. The Contractor shall be permitted to use these spaces during and after normal business hours. See Item #3

Item No. 2: The City of Tupelo will not occupy the city council chambers during the project.

Item No. 3: The City of Tupelo shall permit the use of the southeastern stairwell, the elevator, and the second floor restrooms during the project. The City will occupy the southeastern stairwell, the elevator, and the second floor restrooms during the project. The contractor shall be responsible for cleaning occupied spaces directly after use.

Item No. 4: The Contractor has the option of storing the chairs for re-upholstery onsite, offsite, or in the city council chambers during construction. The Contractor is solely responsible for the storage and protection of the chairs during construction.

Item No. 5: The Contractor is solely responsible for all damages throughout City Hall caused by the demolition or the construction of the project. The Contractor has the option to provide protection for the existing spaces and/or finishes with the understanding the contractor shall coordinate with the City of Tupelo and provide protection that does not interfere with the normal operations of occupied spaces, on any floor.

SPECIFICATIONS:

Item No. 6: **REF. SECTION 00 42 00 PROPOSAL FORM:** Replace Section "00 42 00 Proposal Form" with the attached Section "00 42 00 Proposal Form" in its entirety.

Item No. 7: **REF. SECTION 01 15 00 TEMPORARY FACILITIES AND CONTROLS:** Replace section 01 15 00.3.2.D.1 with "Toilets: Use of designated owner's existing toilet facilities will be permitted."

Item No. 8: **REF. SECTION 01 79 00 DEMONSTRATION AND TRAINING:** Replace section 01 79 00.1.4.A.4 with " At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc or jump drive."

Item No. 9: **REF. SECTION 09 91 23 INTERIOR PAINTING:** Add the following to section 09 91 23.3.3.A. "11. Paint all sides of interior doors to match."

Item No. 10: **REF. SECTION 27 41 15 AUDIO VIDEO SYSTEMS:** Replace Section "27 41 15 Audio Video Systems" with the attached section "27 41 15 Audio Video Systems" in its entirety.

ARCHITECTURAL DRAWINGS:

Item No. 11: **REF. SHEET A100:** Demolition Plan

A. Large and small podiums added to demolition and preparation notes.

Item No. 12: **REF. SHEET A200:** Renovation Level 2 – City Council Chamber

A. Contractor to provide six (6) multimedia box openings in new quartz countertop at city council bench.
B. Additional television locations provided, see electrical.

Item No. 13: **REF. SHEET A513:** Finish Plan

A. Contractor to replace all existing solid surface countertops as noted on the plan with quartz countertop matching the architect's sample.
B. Contractor to paint all existing wood veneer as noted on the plan.
C. Contractor shall provide and install plastic laminate end panels on existing chairs where ends of existing chairs are visible. All end panels to match.

Item No. 14: **REF. SHEET A510:** Interior Elevations- See Drawing #5 for finish clarification on existing City Council Chamber bench.

ELECTRICAL DRAWINGS:

Item No. 15: **REF. SHEET E101:** Replace sheet E101 with the attached sheet E101.

End of Addendum

Total pages this addendum: 3, plus attachments

BY: _____
Brandon Bishop, AIA, NCARB

Upon receipt of this addendum your acknowledgement should be noted below and immediately emailed to JBHM Tupelo at nferrell@jbhm.com.

_____ _____
Signature **Name of Company**

PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS BEFORE RETURNING THEM TO OUR OFFICE.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, C I G Contractors, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Tupelo, 71 East Troy Street, Tupelo, MS 38802, as Obligee, in the sum of Five Percent of Bid Dollars (5% of Bid**********) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for 22080.00 Tupelo City Council Chambers Renovation Tupelo, MS 38802 ("Project").

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

Signed this 11th day of August, 2023.

C I G Contractors, Inc.
(Principal)

By: _____
RANDALL R. GODWIN PRESIDENT

Travelers Casualty and Surety Company of America

By: _____
Ricky E. James, Attorney-in-Fact

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **RICKY E JAMES** of **CORINTH**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
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 **11th** day of **August**, **2023**.

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

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

SECTION 004200 PROPOSAL FORM
(Submit in Duplicate)

BIDDER Hills Construction LLC

ADDRESS: 7871 CR 224
Water Valley, MS 38965

DATE: 8-11-2023

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

RE: City of Tupelo: Tupelo City Council Chambers Renovation

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

BASE BID: Four hundred thirty eight thousand eight hundred Dollars ($ 438,800.00/100)

I (We) agree to hold our bid open for acceptance for **forty-five (45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 300 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, Hills Construction LLC (insert company name) is certifying that neither Hills Construction LLC (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

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

LIQUIDATED DAMAGES: For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **$1.000.00 per calendar day.** NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the

time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

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

Addendum No.: 1 Dated: 7-28-2023

Addendum No.: 2 Dated: 8-02-2023

Addendum No.: 3 Dated: 8-08-2023

Addendum No.:_____ Dated: _____

SUBCONTRACTOR AND SUPPLIER LISTING:

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid- chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds $50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]
Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State Zip)	Title

[TO BE FILLED IN IF A PARTNERSHIP]
Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title
Paula Lewellyn	7871 CR 224, Water Valley, MS	managing member
Wiley Steven Hills SR.	" " " "	" "
Wiley Steven Hills, Jr.	6024 CR 224, Water Valley, MS	" "

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

Hills Construction LLC
7871 CR 224
Water Valley, MS 38965

SIGNED: SR.

TITLE: Managing member

CERTIFICATE OF RESPONSIBILITY NO.: 14154-MC

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

Address To:

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

Bid for **City of Tupelo: Tupelo City Council Chambers Renovation**

to be opened at 2:00 PM Friday, August 11, 2023.

SUBCONTRACTOR AND SUPPLIER LIST

Work Category or Product Description by Section	Subcontractor or Supplier Name	Subcontractor Certificate of Responsibility Number
Mech & Electrical	Conditioned Air	08741-mc

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

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

State of Mississippi

County of Yalobusha

Wiley Steven Hill, SR, being first duly sworn, deposes and says:

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

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

x _____ Sr.
Partner, if the bidder is partnership

_____
Officer, if the bidder is a corporation:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 73959 PAULA LOWE HILL Commission Expires May 28, 2024 YALOBUSHA COUNTY

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

Paula Lowe Hill

My commission expires 5-28-2024

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Hills Construction, LLC, 7871 CR 224, Water Valley, MS 38965**

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo, 71 East Troy Street, Tupelo, MS 38802**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars($ **5%**),

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

WHEREAS, the Principal has submitted a bid for **22080.00 Tupelo City Council Chambers Renovation, Tupelo, MS; Bid #2023-035AD.**

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

Signed and sealed this **11th** day of **August, 2023.**

Hills Construction, LLC

(Witness)

(Principal) (Seal)

MANAGING MEMBER

(Title)

SureTec Insurance Company

(Witness)

Hannah Glover

(Surety) (Seal)

(Title)

Michael A. McDaniel, Attorney-in-Fact

COUNTERSIGNED

BY:

Jenna B. Allen **Mississippi Resident Agent**

APPENDIX U

Item # 26

POA #: 4310005

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars ($10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August A.D. 2020 .

SURETEC INSURANCE COMPANY

By: _____

Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 27th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____

Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of August, 2023, A.D.

_____

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST

SECTION 004200 PROPOSAL FORM
(Submit in Duplicate)

BIDDER Roberts Builders, Inc

ADDRESS: 204 W First St
Ripley, MS 38663

DATE: 8-11-23

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

RE: City of Tupelo: Tupelo City Council Chambers Renovation

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

BASE BID: Four hundred fifty thousand seven hundred fifty ($ 450,750).

I (We) agree to hold our bid open for acceptance for **forty-five (45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 180 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, Roberts Builders, Inc (insert company name) is certifying that neither Roberts Builders, Inc (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

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

LIQUIDATED DAMAGES: For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **$1.000.00 per calendar day.** NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the

time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

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

Addendum No.: 1 Dated: 7-28

Addendum No.: 2 Dated: 8-2

Addendum No.: 3 Dated: 8-8

Addendum No.: _____ Dated: _____

SUBCONTRACTOR AND SUPPLIER LISTING:

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid- chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds $50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]
Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Casey Roberts	204 W First St Ripley, MS	President

[TO BE FILLED IN IF A PARTNERSHIP]
Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

Roberts Builders, Inc
204 W First St
Ripley, MS 38663

SIGNED: Casey Roberts

TITLE: President

CERTIFICATE OF RESPONSIBILITY NO.: 04854-MC

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

Address To:

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

Bid for **City of Tupelo: Tupelo City Council Chambers Renovation**

to be opened at 2:00 PM Friday, August 11, 2023.

SUBCONTRACTOR AND SUPPLIER LIST

Work Category or Product Description by Section	Subcontractor or Supplier Name	Subcontractor Certificate of Responsibility Number
Electrical	Lackey's	06438-MC
Upholstry	American office Services	N/A

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

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

State of MS

County of Tippah

Casey Roberts, being first duly sworn, deposes and says:

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

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

_____
Partner, if the bidder is partnership

Casey Roberts President
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 11 day of August, 2023

Natalie Ruedas

My commission expires September 7, 2023

STATE OF MISSISSIPPI
NATALIE RUEDAS
NOTARY PUBLIC
ID No. 99607
Commission Expires
September 7, 2023
TIPPAH COUNTY

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Roberts Builders, Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 East Troy Street, Tupelo, MS 38802

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars ($**5%**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Tupelo City Council Chambers Renovation**
Bid #2023-035AD, Project No. 22080.00

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

Signed and sealed this **11th** day of **August**, **2023**.

(Witness)

Roberts Builders, Inc.

(Principal) (Seal)

President
(Title)

(Witness)

Janice McCoy

Travelers Casualty and Surety Company of America

(Surety) (Seal)

(Title)

Cooper W. Permenter, Attorney-in-fact
MS Resident Agent

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

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

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

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

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, 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 **11th** day of **August**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

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

SECTION 004200 PROPOSAL FORM
(Submit in Duplicate)

BIDDER Timmons Electric Co.,LLC

ADDRESS: 4855 Cliff Gookin Blvd.
Tupelo, MS 38801

DATE: 8/11/2023

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

RE: City of Tupelo: Tupelo City Council Chambers Renovation

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

BASE BID: Three hundred eighty seven thousand sixty dollars
_____ ($387,060.00).

I (We) agree to hold our bid open for acceptance for **forty-five (45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 95 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, Timmons Electric Co.,LLC (insert company name) is certifying that neither Timmons Electric Co.,LLC (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

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

LIQUIDATED DAMAGES: For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **$1.000.00 per calendar day.** NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the

time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

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

Addendum No.: 1 Dated: 7/28/2023

Addendum No.: 2 Dated: 8/2/2023

Addendum No.: 3 Dated: 8/8/2023

Addendum No.: _____ Dated: _____

SUBCONTRACTOR AND SUPPLIER LISTING:

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid- chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds $50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]
Our Corporation is chartered under the laws of the State of Mississippi, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Mike Timmons	4855 Cliff Gookin Blvd. Tupelo, MS 38801	Owner

[TO BE FILLED IN IF A PARTNERSHIP]
Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

Timmons Electric Co.,LLC

4855 Cliff Gookin Blvd.

Tupelo, MS 38801

Fax: (662) 620-0803

SIGNED: Mike Timmons

TITLE: Owner

CERTIFICATE OF RESPONSIBILITY NO.: 21683-MC

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

Address To:

City of Tupelo
71 East Troy St.
Tupelo, MS 38802

Bid for **City of Tupelo: Tupelo City Council Chambers Renovation**

to be opened at 2:00 PM Friday, August 11, 2023.

State of Mississippi

County of Lee

Mike Timmons, being first duly sworn, deposes and says:

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

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

_____
Partner, if the bidder is partnership

Mike Timmons
Officer, if the bidder is a corporation:

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

Hayden Blake Boyd

My commission expires _____

STATE OF MISSISSIPPI
HAYDEN BLAKE BOYD
NOTARY PUBLIC
ID No. 335369
My Comm. Expires
Aug. 08, 2026
LEE COUNTY

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY
4855 CLIFF COOKIN BLVD
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY
P O BOX 4668
WINTER PARK, FL 32793-4668

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

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING BID

Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, ~~bind ourselves~~, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Tupelo City Council Chambers

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

Signed and sealed this 11TH day of AUGUST, 2023

Witness

TIMMONS ELECTRIC COMPANY
Principal (Seal)

Title

Witness

OLD REPUBLIC SURETY COMPANY
Surety (Seal)

Attorney-In-Fact

ORSC 21328 (7-93)

STATE OF MISSISSIPPI
TESSA EWING
ID NO. 294428
Commission Expires
01/24/2026
NOTARY PUBLIC
LEE COUNTY

Item # 26

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHRIS GULLEDGE, JORDAN PREWETT, PAULA MATKINS, OF PONTOTOC, MS

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

ALL WRITTEN INSTRUMENTS

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

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JULY, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of JULY, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

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

87-0247

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Karen J. Haffner
Assistant Secretary

FIRST CHOICE INSURANCE INC.

APPENDIX U

22851-W POAORS 102020

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE August 14, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-033WL NORTH GREEN STREET SUBSTATION **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, August 15, 2023:

Bid No. 2023-033WL – North Green Street Substation to the lowest qualified bid submitted by Cook and Son, LLC in the amount of $638,934.92 as recommended by Cook Coggin Engineers.

COOK COGGIN ENGINEERS, INC.
CONSULTANTS

CCE 3-09989

July 25, 2023

Mayor Todd Jordan
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

NORTH GREEN STREET SUB STATION
BID NO. 2023-033WL, 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 $638,934.92 was submitted by *Cook and Son, LLC.*

Cook and Son, LLC. is an experienced contractor in reputable standing and has resources essential to performing the work.

Results indicate an award to *Cook & Son, LLC.* in the amount of $638,934.92.

Please advise if you have any concerns.

John Mark Weeden, P.E.
Project Engineer
mweeden@cookcoggin.com

Copy to: Cook & Son, LLC, 60146 Seminole Rd, Smithville, MS 38870

Enclosed: Bid Tabulation, Original Bids

703 CROSSOVER ROAD • POST OFFICE BOX 1526 • TUPELO, MISSISSIPPI 38802 • (662) 842-7381/FAX 844-4564/842-2267

TABULATION OF BIDS
NORTH GREEN STREET SUB STATION
CITY OF TUPELO
BID NO. 2023-033WL CCE# 3-09989

CCE CONSULTANTS
COOK COGGIN ENGINEERS, INC.
703 Crossover Road, Tupelo, MS 38801 (662) 842-7381 / FAX 844-4564

Tuesday, July 25, 2023 at 10:00 AM City of Tupelo, 71 East Troy Street, Tupelo, MS 38804				# 22593 Cook & Son, LLC 60146 Seminole Rd Smithville, MS 38870		#7443 Townes Construction Co., Inc. 16398 Hwy 8 West Grenada, MS 38901		#13510 James A. Hodges, Const., Inc. 1281 CR 811 Saltillo, MS 38866-5930		#12345 ENSCOR, LLC 5566 Commander Drive Arlington, NT 38002	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	BASE BID										
	SITE ITEMS:										
1	Mobilization	1	LS	$ 61,585.85	$ 61,585.85	$ 34,808.00	$ 34,808.00	$ 44,646.00	$ 44,646.00	$ 10,000.00	$ 10,000.00
2	Clearing and Grubbing	1	LS	$ 15,000.00	$ 15,000.00	$ 15,885.00	$ 15,885.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
3	Removal of Curb & Gutter	75	LinFt	$ 20.00	$ 1,500.00	$ 20.00	$ 1,500.00	$ 5.00	$ 375.00	$ 10.00	$ 750.00
4	Unclassified Excavtion (PM)	7,857	CuYd	$ 5.00	$ 39,285.00	$ 5.00	$ 39,285.00	$ 6.09	$ 47,849.13	$ 5.00	$ 39,285.00
5	Select Borrow (Cl.9-6) (PM)	500	CuYd	$ 18.00	$ 9,000.00	$ 20.00	$ 10,000.00	$ 12.00	$ 6,000.00	$ 30.00	$ 15,000.00
6	Geotextile Fabric Stabilization (Type V) (AOS < 0.43)	950	SqYd	$ 2.50	$ 2,375.00	$ 2.80	$ 2,660.00	$ 2.50	$ 2,375.00	$ 3.00	$ 2,850.00
7	Crushed Stone (3/4" & Down) (PM)	1,815	CuYd	$ 70.00	$ 127,050.00	$ 65.81	$ 119,445.15	$ 63.91	$ 115,996.65	$ 103.00	$ 186,945.00
8	Concrete Driveway	91	SqYd	$ 65.27	$ 5,939.57	$ 90.00	$ 8,190.00	$ 68.53	$ 6,236.23	$ 144.00	$ 13,104.00
9	Combination Concrete Curb & Gutter - 24" Type 3B	40	LinFt	$ 77.10	$ 3,084.00	$ 80.00	$ 3,200.00	$ 80.96	$ 3,238.40	$ 60.00	$ 2,400.00
10	Guardrail, "W" Beam	312.5	LinFt	$ 48.00	$ 15,000.00	$ 44.00	$ 13,750.00	$ 50.40	$ 15,750.00	$ 43.99	$ 13,746.88
11	Guardrail, Terminal End Section	2	Ea	$ 4,200.00	$ 8,400.00	$ 4,255.00	$ 8,510.00	$ 4,410.00	$ 8,820.00	$ 4,255.00	$ 8,510.00
12	18" Reinforced Concrete Pipe, Class III	60	LinFt	$ 88.50	$ 5,310.00	$ 54.00	$ 3,240.00	$ 49.46	$ 2,967.60	$ 80.00	$ 4,800.00
13	18" Reinforced Concrete Pipe, End Section	2	Ea	$ 1,000.00	$ 2,000.00	$ 1,140.00	$ 2,280.00	$ 1,291.40	$ 2,582.80	$ 1,500.00	$ 3,000.00
14	Maintenance of Traffic	1	LS	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00
15	Fencing and Gate System	1	LS	$ 32,000.00	$ 32,000.00	$ 42,982.00	$ 42,982.00	$ 30,341.85	$ 30,341.85	$ 46,000.00	$ 46,000.00
	EROSION CONTROL:										
16	Agricultural Limestone	1	Ton	$ 700.00	$ 700.00	$ 750.00	$ 750.00	$ 525.00	$ 525.00	$ 500.00	$ 500.00
17	Commercial Fertilizer (13:13:13)	0.5	Ton	$ 775.00	$ 387.50	$ 2,500.00	$ 1,250.00	$ 1,050.00	$ 525.00	$ 1,000.00	$ 500.00
18	Seeding	0.5	Acre	$ 1,500.00	$ 750.00	$ 2,500.00	$ 1,250.00	$ 4,200.00	$ 2,100.00	$ 4,000.00	$ 2,000.00
19	Excelsior Blanket	1,815	SqYd	$ 5.00	$ 9,075.00	$ 4.00	$ 7,260.00	$ 5.25	$ 9,528.75	$ 5.00	$ 9,075.00
20	Temporary Silt Fence (Type I or II)	1,450	LinFt	$ 5.00	$ 7,250.00	$ 5.75	$ 8,337.50	$ 4.00	$ 5,800.00	$ 4.00	$ 5,800.00
21	Loose Riprap (Size 100 lb.)	6,092	Ton	$ 44.00	$ 268,048.00	$ 47.50	$ 289,370.00	$ 55.00	$ 335,060.00	$ 60.00	$ 365,520.00
22	Geotextile Under Riprap (Typel V) (AOS<0.43)	7,518	SqYd	$ 2.50	$ 18,795.00	$ 2.80	$ 21,050.40	$ 2.50	$ 18,795.00	$ 3.00	$ 22,554.00
23	Wattles, 20"	140	LinFt	$ 10.00	$ 1,400.00	$ 5.50	$ 770.00	$ 6.00	$ 840.00	$ 10.00	$ 1,400.00
24	Solid Sod	500	SqYd	$ 5.00	$ 2,500.00	$ 6.00	$ 3,000.00	$ 4.00	$ 2,000.00	$ 7.00	$ 3,500.00
	TOTAL BASE BID				**$ 638,934.92**		**$ 643,773.05**		**$ 673,352.41**		**$ 777,239.88**

APPENDIX V

CCE#3-09989

BID OPENING
TUPELO NORTH GREEN STREET SUB STATION
BID NO. 2023-033WL
CITY OF TUPELO
CITY HALL-TAX OFFICE
71 EAST TROY STREET
TUPELO, MS 38804
JULY 25, 2023 @ 10:00 AM

✓ **22593-MC Cook & Son, LLC** Total Base Bid $ 638,934.92
60146 Seminole Road
Smithville, MS 38870
P: 662-640-5059
Highway, Street, and Bridge Construction

✓ **12345-MC Enscor, LLC** Total Base Bid $ 777,239.88
5566 Commander Drive
Arlington, TN 38002
P:901-867-2297
F:901-867-9410
Excavation, Grading and Drainage;
Underground Utilities; Highway, Street and Bridge construction

✓ **13510-MC James A Hodges Construction, Inc.** Total Base Bid $ 673,352.41
1281 CR 811
Saltillo, MS 38866-5930
P:662-842-8538
F: 662-842-8878
Excavation, Grading and Drainage; Municipal
And Public Works Construction; Underground Utilities

✓ **7443-MC Townes Construction Co,Inc.** Total Base Bid $ 643,773.05
16398 Hwy 8 West
Grenada, MS 38901
P: 662-226-4816
F:662-226-7265
Athletic Fields/ golf courses;
Concrete; Grading; Highway, Street and Bridge Construction;
Hwy. Drainage; Installation of Automated Meter Reading
Equipment; Irrigation Systems; Landscaping,Grading,
Beautification; Sand and Gravel

Minute Entry Sign Up Sheet

Date: 7/25/2023

Time: 10:00

Bid # 2023-033WL

Department: WL

Project: North Green Street Sub Station

Attandance	Company
Brian Smith	ENSCOR
SHAWN GRAY	TOWNES CONST. CO.
Fondy II DMahoe	Cook and Son
Chad Rankin	Hodges Const
Derek Franks	Hodges Const.
Mark Weeder	CLE
Trac Dillard	COT
Ben M. Logan	COT
Stephen Reed	COT

BID FORM

Proposal of Cook and Son, llc

(hereinafter called "Bidder"), organized and existing under the laws of the State of

MS, doing business as an Individual

_____* to ***CITY OF TUPELO*** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for ***NORTH GREEN STREET SUB STATION***, 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 75 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $900.00 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 1 - 7/19/23

*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
NORTH GREEN STREET SUB STATION					
BASE BID					
SITE ITEMS:					
1	Mobilization	1	LS	$61,585.85	$61,585.85
2	Clearing and Grubbing	1	LS	$15,000.00	$15,000.00
3	Removal of Curb & Gutter	75	LinFt	$20.00	$1,500.00
4	Unclassified Excavtion (PM)	7,857	CuYd	$5.00	$39,285.00
5	Select Borrow (Cl.9-6) (PM)	500	CuYd	$18.00	$9,000.00
6	Geotextile Fabric Stabilization (Type V) (AOS < 0.43)	950	SqYd	$2.50	$2,375.00
7	Crushed Stone (3/4" & Down) (PM)	1,815	CuYd	$70.00	$127,050.00
8	Concrete Driveway	91	SqYd	$65.27	$5,939.57
9	Combination Concrete Curb & Gutter - 24" Type 3B	40	LinFt	$77.10	$3,084.00
10	Guardrail, "W" Beam	312.5	LinFt	$48.00	$15,000.00
11	Guardrail, Terminal End Section	2	Ea	$4,200.00	$8,400.00
12	18" Reinforced Concrete Pipe, Class III	60	LinFt	$88.50	$5,310.00
13	18" Reinforced Concrete Pipe, End Section	2	Ea	$1,000.00	$2,000.00
14	Maintenance of Traffic	1	LS	$2,500.00	$2,500.00
15	Fencing and Gate System	1	LS	$32,000.00	$32,000.00
EROSION CONTROL ITEMS:					
16	Agricultural Limestone	1	Ton	$700.00	$700.00
17	Commercial Fertilizer (13:13:13)	0.5	Ton	$775.00	$387.50
18	Seeding	0.5	Acre	$1,500.00	$750.00
19	Excelsior Blanket	1,815	SqYd	$5.00	$9,075.00
20	Temporary Silt Fence (Type I or II)	1,450	LinFt	$5.00	$7,250.00

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
21	Loose Riprap (Size 100 lb.)	6,092	Ton	$ 44.00	$ 268,048.00
22	Geotextile Under Riprap (Typel V) (AOS<0.43)	7,518	SqYd	$ 2.50	$ 18,795.00
23	Wattles, 20"	140	LinFt	$ 10.00	$ 1,400.00
24	Solid Sod	500	SqYd	$ 5.00	$ 2,500.00
				TOTAL BASE BID	$ 638,934.92

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
Atwood Fence Company	2048 Attala Rd 2202, Kosciusko, MS 39090	Guardrail Installation	$23,400
Ivy Fence Comapny	4811 Cliff Gookin Blvd, Tupelo,MS 38801	Fence Installation	$31,522.20

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.

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.

The bid security attached in the sum of six hundred thirty eight thousand nine hundred thirty four dollars and ninety two cents Dollars, ($ 638,934.92) (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.

REVISED by Addendum 1

Bidder hereby certifies that he is a:

✓ Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 24 day of July, 2023.

By [signature] Title Owner-Managing Member

Company Cook and Son llc

Address 60146 Seminole Rd. Smithville MS 38870

Phone 662-640-6059

Employer Identification No. 81-1489492

Email Address mcook@cookandson.net

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cook & Son, LLC 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 Bid _____ 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 25th day of July, 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 ***NORTH GREEN STREET SUB STATION.***

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.

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

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

_____ (L.S.)

Principal Cook & Son, LLC

_____

Surety The Gray Casualty & Surety Company

SEAL

By: Kyle Chandler IV, Attorney in Fact

Galloway Chandler & McKinney
07/24/2023 07:33 3541356020301

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: NA **Principal:** Cook & Son, LLC

Project: North Green Street Sub Station

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: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi 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.

THE GRAY INSURANCE COMPANY SEAL By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

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

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

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of July , 2023 .

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 25th day of July , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

APPENDIX V

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: NORTH GREEN STREET SUB STATION

Termini: CITY OF TUPELO

Prime Consultant: Cook and son, llc

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.

1339058
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: [signature] 7/24/23
Authorized Officer or Agent — Date

Kenneth M. Cook — Owner
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 24 day of July, 2023.

STATE OF MISSISSIPPI
KENDYLL COOK DONAHUE
NOTARY PUBLIC
ID No. 158794
Commission Expires
November 11, 2023
LEE COUNTY

Kendyll Donahue
NOTARY PUBLIC
My Commission Expires: 11-11-23

* 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 TOWNES CONSTRUCTION CO. INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

MISSISSIPPI, doing business as TOWNES CONSTRUCTION CO. INC

"A CORPORATION" * to ***CITY OF TUPELO*** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for ***NORTH GREEN STREET SUB STATION***, 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 75 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $900.00 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: July 20, 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

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
NORTH GREEN STREET SUB STATION					
BASE BID					
SITE ITEMS:					
1	Mobilization	1	LS	$ 34,808.00	$ 34,808.00
2	Clearing and Grubbing	1	LS	$ 15,885.00	$ 15,885.00
3	Removal of Curb & Gutter	75	LinFt	$ 20.00	$ 1,500.00
4	Unclassified Excavtion (PM)	7,857	CuYd	$ 5.00	$ 39,285.00
5	Select Borrow (Cl.9-6) (PM)	500	CuYd	$ 20.00	$ 10,000.00
6	Geotextile Fabric Stabilization (Type V) (AOS < 0.43)	950	SqYd	$ 2.80	$ 2,660.00
7	Crushed Stone (3/4" & Down) (PM)	1,815	CuYd	$ 65.81	$ 119,445.15
8	Concrete Driveway	91	SqYd	$ 90.00	$ 8,190.00
9	Combination Concrete Curb & Gutter - 24" Type 3B	40	LinFt	$ 80.00	$ 3,200.00
10	Guardrail, "W" Beam	312.5	LinFt	$ 44.00	$ 13,750.00
11	Guardrail, Terminal End Section	2	Ea	$ 4,255.00	$ 8,510.00
12	18" Reinforced Concrete Pipe, Class III	60	LinFt	$ 54.00	$ 3,240.00
13	18" Reinforced Concrete Pipe, End Section	2	Ea	$ 1,140.00	$ 2,280.00
14	Maintenance of Traffic	1	LS	$ 5,000.00	$ 5,000.00
15	Fencing and Gate System	1	LS	$ 42,982.00	$ 42,982.00
EROSION CONTROL ITEMS:					
16	Agricultural Limestone	1	Ton	$ 750.00	$ 750.00
17	Commercial Fertilizer (13:13:13)	0.5	Ton	$ 2,500.00	$ 1,250.00
18	Seeding	0.5	Acre	$ 2,500.00	$ 1,250.00
19	Excelsior Blanket	1,815	SqYd	$ 4.00	$ 7,260.00
20	Temporary Silt Fence (Type I or II)	1,450	LinFt	$ 5.75	$ 8,337.50

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
21	Loose Riprap (Size 100 lb.)	6,092	Ton	$ 47.50	$ 289,370.00
22	Geotextile Under Riprap (Typel V) (AOS<0.43)	7,518	SqYd	$ 2.80	$ 21,050.40
23	Wattles, 20"	140	LinFt	$ 5.50	$ 770.00
24	Solid Sod	500	SqYd	$ 6.00	$ 3,000.00
				TOTAL BASE BID	$643,773.05

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
COLUMBUS FENCE	COLUMBUS MS.	FENCING	37,375.00
TRI-STATE GUARDRAIL	COLLIERVILLE TN	GUARDRAIL	21,854.00

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.

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.

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.

REVISED by Addendum 1

Bidder hereby certifies that he is a:

X Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 25 day of July, 2023

By Armstead Townes III Title president

Company Townes Const. Co

Address 16398 Hwy 8 West

Phone 662-226-4816 or 662-417-0101

Employer Identification No. 64-0729964

Email Address armsteadtownes3@bellsouth.net

SEAL (If bid is by a corporation.)

GRANITE RE, INC.

Bid Bond

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

as principal, hereinafter called the Principal, and

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

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

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

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

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

WHEREAS, the Principal has submitted a bid for

Project: Bid No. 2023-033WL; Tupelo North Green Street Sub Station

Bid Date: 7/25/2023

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

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

Signed and sealed this 25th day of July, 2023.

Witness

Townes Construction Co., Inc

Armstead Townes

Title pres. (Seal)

Granite Re, Inc.

Attorney in Fact John G. Raines (Seal)

GR0614-2

APPENDIX V

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

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

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 25th day of July, 20 23.

Kyle P. McDonald, Assistant Secretary

GR0800-1

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: NORTH GREEN STREET SUB STATION

Termini: CITY OF TUPELO

Prime Consultant: TOWNES 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.

334715

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.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 74780 ESTELLA RAY TOWNES Commission Expires Aug. 12, 2024 ALCORN COUNTY

BY: Armstead Townes III — 7/24/2023

Authorized Officer or Agent — Date

Armstead Townes III — 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 24 day of July, 2023.

NOTARY PUBLIC

My Commission Expires: August 12 2024

* 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 James A. Hodges Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as a corporation

_____* to ***CITY OF TUPELO*** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for ***NORTH GREEN STREET SUB STATION***, 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 75 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $900.00 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 #1 dated July 20, 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
NORTH GREEN STREET SUB STATION					
BASE BID					
SITE ITEMS:					
1	Mobilization	1	LS	$ 44,646.00	$ 44,646.00
2	Clearing and Grubbing	1	LS	$ 10,000.00	$ 10,000.00
3	Removal of Curb & Gutter	75	LinFt	$ 5.00	$ 375.00
4	Unclassified Excavtion (PM)	7,857	CuYd	$ 6.09	$ 47,849.13
5	Select Borrow (Cl.9-6) (PM)	500	CuYd	$ 12.00	$ 6,000.00
6	Geotextile Fabric Stabilization (Type V) (AOS < 0.43)	950	SqYd	$ 2.50	$ 2,375.00
7	Crushed Stone (3/4" & Down) (PM)	1,815	CuYd	$ 63.91	$ 115,996.65
8	Concrete Driveway	91	SqYd	$ 68.53	$ 6,236.23
9	Combination Concrete Curb & Gutter - 24" Type 3B	40	LinFt	$ 80.96	$ 3,238.40
10	Guardrail, "W" Beam	312.5	LinFt	$ 50.40	$ 15,750.00
11	Guardrail, Terminal End Section	2	Ea	$ 4,410.00	$ 8,820.00
12	18" Reinforced Concrete Pipe, Class III	60	LinFt	$ 49.46	$ 2,967.60
13	18" Reinforced Concrete Pipe, End Section	2	Ea	$ 1,291.40	$ 2,582.80
14	Maintenance of Traffic	1	LS	$ 1,000.00	$ 1,000.00
15	Fencing and Gate System	1	LS	$ 30,341.85	$ 30,341.85
EROSION CONTROL ITEMS:					
16	Agricultural Limestone	1	Ton	$ 525.00	$ 525.00
17	Commercial Fertilizer (13:13:13)	0.5	Ton	$ 1,050.00	$ 525.00
18	Seeding	0.5	Acre	$ 4,200.00	$ 2,100.00
19	Excelsior Blanket	1,815	SqYd	$ 5.25	$ 9,528.75
20	Temporary Silt Fence (Type I or II)	1,450	LinFt	$ 4.00	$ 5,800.00

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
21	Loose Riprap (Size 100 lb.)	6,092	Ton	$ 55.00	$ 335,060.00
22	Geotextile Under Riprap (Typel V) (AOS<0.43)	7,518	SqYd	$ 2.50	$ 18,795.00
23	Wattles, 20"	140	LinFt	$ 6.00	$ 840.00
24	Solid Sod	500	SqYd	$ 4.00	$ 2,000.00
				TOTAL BASE BID	$ 673,352.41

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
Ivy Fence Company	4811 Cliff Gookin Blvd	Fencing	$28,897.00
Atwood Fence Company	P.O Box 565, Kosciusko	Guardrail	$23,400.00

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.

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.

The bid security attached in the sum of Thirty-three thousand, six hundred sixty-seven dollars and sixty-two cents Dollars, ($ 33,667.62) (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 25th day of July, 2023.

By Jr a. Hy Title President

Company James A. Hodges Construction, Inc.

Address 1281 CR 811 Saltillo, MS 38866

Phone 662-842-8538

Employer Identification No. 71-0913249

Email Address jamesahodges@comcast.net

SEAL (If bid is by a corporation.)

JAMES A HODGES CONSTRUCTION INC. CORPORATE SEAL 2002 MISSISSIPPI

REVISED by Addendum 1

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

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

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

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

WHEREAS, the Principal has submitted a bid for North Green Street Substation Bid No. 2023-033WL, CCE 3-09989

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

Signed and sealed this 25th day of July 2023

Allyson Wood
(Witness)

James A. Hodges Construction Inc.
(Principal) (Seal)
By: Jim A. Hodges, President
(Title)

JAMES A. HODGES CONSTRUCTION, INC. CORPORATE SEAL 2002 MISSISSIPPI

Elizabeth Bourne
(Witness)

THE GRAY CASUALTY & SURETY COMPANY SEAL

The Gray Casualty & Surety Company
(Surety) (Seal)
By: Fielden Mitts
Attorney-in-Fact Fielden Mitts
(Title)

APPENDIX V

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

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and **The Gray Casualty & Surety Company,** corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fielden Mitts**
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

Surety Bond Number: Bid Bond
Principal: James A. Hodges Construction Inc.
Obligee: City of Tupelo

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

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

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

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

THE GRAY INSURANCE COMPANY — SEAL

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

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

THE GRAY CASUALTY & SURETY COMPANY — SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company,** and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

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

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of July, 2023.

THE GRAY INSURANCE COMPANY — SEAL

THE GRAY CASUALTY & SURETY COMPANY — SEAL

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

APPENDIX V

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: NORTH GREEN STREET SUB STATION

Termini: CITY OF TUPELO

Prime Consultant: _____

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.

1210451
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: _____ 7/25/23
Authorized Officer or Agent — Date

James A. Hodges — President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 83533 ALLISON WOOD Commission Expires Dec. 9, 2026 LAMBA COUNTY

SWORN TO AND SUBSCRIBED before me on this the 25th day of July, 2023.

Allison Wood
NOTARY PUBLIC
My Commission Expires: December 9, 2026

* 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 ENSCON, LLC

(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 ***NORTH GREEN STREET SUB STATION***, 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 75 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $900.00 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 JULY 20, 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:

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
NORTH GREEN STREET SUB STATION					
BASE BID					
SITE ITEMS:					
1	Mobilization	1	LS	$ 10,000.00	$ 10,000.00
2	Clearing and Grubbing	1	LS	$ 15,000.00	$ 15,000.00
3	Removal of Curb & Gutter	75	LinFt	$ 10.00	$ 750.00
4	Unclassified Excavtion (PM)	7,857	CuYd	$ 5.00	$ 39285.00
5	Select Borrow (Cl.9-6) (PM)	500	CuYd	$ 30.00	$ 15000.00
6	Geotextile Fabric Stabilization (Type V) (AOS < 0.43)	950	SqYd	$ 3.00	$ 2850.00
7	Crushed Stone (3/4" & Down) (PM)	1,815	CuYd	$ 103.00	$ 186945.00
8	Concrete Driveway	91	SqYd	$ 144.00	$ 13104.00
9	Combination Concrete Curb & Gutter - 24" Type 3B	40	LinFt	$ 60.00	$ 2400.00
10	Guardrail, "W" Beam	312.5	LinFt	$ 43.99	$ 13746.88
11	Guardrail, Terminal End Section	2	Ea	$ 4255.00	$ 8510.00
12	18" Reinforced Concrete Pipe, Class III	60	LinFt	$ 80.00	$ 4800.00
13	18" Reinforced Concrete Pipe, End Section	2	Ea	$ 1500.00	$ 3000.00
14	Maintenance of Traffic	1	LS	$ 5000.00	$ 5000.00
15	Fencing and Gate System	1	LS	$ 46000.00	$ 46000.00
EROSION CONTROL ITEMS:					
16	Agricultural Limestone	1	Ton	$ 500.00	$ 500.00
17	Commercial Fertilizer (13:13:13)	0.5	Ton	$ 1000.00	$ 500.00
18	Seeding	0.5	Acre	$ 4000.00	$ 2000.00
19	Excelsior Blanket	1,815	SqYd	$ 5.00	$ 9075.00
20	Temporary Silt Fence (Type I or II)	1,450	LinFt	$ 4.00	$ 5800.00

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
21	Loose Riprap (Size 100 lb.)	6,092	Ton	$ 60.00	$ 365,520.00
22	Geotextile Under Riprap (Typel V) (AOS<0.43)	7,518	SqYd	$ 3.00	$ 22554.00
23	Wattles, 20"	140	LinFt	$ 10.00	$ 1400.00
24	Solid Sod	500	SqYd	$ 7.00	$ 3500.00
				TOTAL BASE BID	$ 777,239.88

REVISED by Addendum 1

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
Columbia Fence	P.O. Box 2246 Columbia, MI	Chain Link Fence	37 398.00
Tri State Guardrail	P.O. Box 1028 Collierville, TN	Guardrail	21853.13

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.

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.

The bid security attached in the sum of 5% of Bid Amount

_____ 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.

REVISED by Addendum 1

Bidder hereby certifies that he is a:

_____ Resident Contractor (See Information for Bidders)

✓ Non-Resident Contractor

Respectfully submitted this the 28 day of July, 2023

By [signature] Title owner

Company ENSCOM, LLC

Address 5566 Commander Dr., Arlington, TN 38002

Phone 901-277-6623

Employer Identification No. 58-2498528

Email Address JEFF@ENSCOM.NET

SEAL (If bid is by a corporation.)

12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.
[Acts 1990, ch. 1062, § 3.]

5566 Commander Drive • Arlington, Tennessee 38002 • (901) 867-2297 • (901) 867-9410 fax

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto ***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 25th day of July, 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 ***NORTH GREEN STREET SUB STATION.***

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.

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.

ENSCOR, LLC

By: _____ (L.S.)

Principal

Travelers Casualty and Surety Company of America

Surety

SEAL

By: _____

Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **25th** day of **July**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

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

APPENDIX V

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE August 14, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT WITH COOK AND SON, LLC FOR BID # 2023-033WL **JT**

Request:

We recommend award of the attached contract with Cook and Son, LLC for site work for the new electrical substation on North Green Street. The bid for this project (Bid No. 2023-033WL) has also been approved through this council meeting on August 15, 2023 in the amount of $638,934.92.

Please let me know if you have any questions.

NOTICE OF AWARD

DATE: August 15, 2023

TO: ***COOK AND SON, LLC***
60146 SEMINOLE ROAD
SMITHVILLE, MS 38870

PROJECT DESCRIPTION: ***NORTH GREEN STREET SUB STATION***

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 25, 2023.

You are hereby notified that your BID has been accepted for items in the amount of $ 638,934.92-------.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 15th day of August 2023.

CITY OF TUPELO
Owner

By

Title Todd Jordan, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By ***COOK AND SON, LLC***

this 15th day of August, 2023.

By

Title Kenneth M. Cook, Owner/Managing Member

CONTRACT AGREEMENT

This Agreement, made this the 15th day of August, 20 23, by and between ***COOK AND SON, LLC***, hereinafter called the Contractor, and the ***CITY OF TUPELO***, hereinafter called the Owner.

WITNESSETH:

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

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of ***NORTH GREEN STREET SUB STATION*** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated ***JUNE 2023*** and Construction Plans entitle ***NORTH GREEN STREET SUB STATION*** Sheets 1 through 25, dated ***JUNE 2023***, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Six-Hundred and Thirty-Eight Thousand, Nine Hundred and Thirty-Four 92/100---------- Dollars ($638,934.92-------) being the amount of the accepted proposal for ***NORTH GREEN STREET SUB STATION*** subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

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

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 75 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of $500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

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

Article 5 ROYALTIES AND PATENTS

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

Article 6 DAMAGE TO PERSONS AND PROPERTY

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

Article 7. GENERAL CONDITIONS

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

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

OWNER: ***CITY OF TUPELO***

By _____

Title Mayor Todd Jordan

ATTEST: _____

Title Kimberly Hanna, City Clerk

CONTRACTOR: *COOK AND SON, LLC*

By _____

Title Kenneth M. Cook, Owner/Managing Member

ATTEST: Kendyle C. Donahue

Title Kendyle Donahue, Human Resources