

TUPELO REGULAR CITY COUNCIL MEETING

NOVEMBER 21, 2023 AT 6:00 PM CHURCH STREET SCHOOL AUDITORIUM 445 NORTH CHURCH STREET

AGENDA

INVOCATION: COUNCIL MEMBER PALMER

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER GASTON

<u>CALL TO ORDER:</u> COUNCIL PRESIDENT BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

- 1. IN THE MATTER OF SWAT TEAM RECOGNITION JQ
- 2. IN THE MATTER OF RECOGNITION OF BLUE CROSS BLUE SHIELD FOR THE HEALTHY HEROES PROGRAM FOR TUPELO PARKS AND RECREATION **AF**

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

3. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

- 4. IN THE MATTER OF MINUTES OF NOVEMBER 7, 2023 REGULAR COUNCIL MEETING
- 5. IN THE MATTER OF BILL PAY **KH**

LYNN BRYAN TRAVIS BEARD JANET GASTON

- 6. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS KH
- 7. IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2024 KH
- 8. IN THE MATTER OF STATE APPROVED HOLIDAYS FOR CITY EMPLOYEES TJ
- 9. IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND TOWNES CONSTRUCTION FOR THE CONSTRUCTION OF GUMTREE PARK STORM WATER DRAINAGE INFRASTRUCTURE AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY AC
- 10. IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND HODGES CONSTRUCTION FOR THE CONSTRUCTION OF CITY PARK STORM WATER DRAINAGE INFRASTRUCTURE AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY AC
- 11. IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND ENSCORE FOR THE CONSTRUCTION OF A SANITARY SEWER LINE ALONG HIGHWAY 45 AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY AC
- 12. IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND TOWNES CONSTRUCTION FOR THE CONSTRUCTION OF

STORM WATER DRAINAGE INFRASTRUCTURE ALONG VAN BUREN AVENUE AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY AC

- 13. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING TN
- 14. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)TN
- 15. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)TN
- 16. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT CONGREGATE LIVING (TABLED AT NOVEMBER 7, 2023 MEETING)**TN**
- 17. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT MAJOR SUBDIVISIONS (TABLED NOVEMBER 7, 2023 MEETING)**TN**
- 18. IN THE MATTER OF SURPLUS GUNS FOR TRADE JQ
- 19. IN THE MATTER OF ACCEPTING BID #2023-049PD EOD ROBOT JQ
- 20. IN THE MATTER OF APPROVING ITEMS TO BE SURPLUSED FOR NMNU. JQ
- 21. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES OCTOBER 9, 2023 **DRB**
- 22. IN THE MATTER OF CHANGE ORDER #1 FOR FIRE STATION #2 BID 2021-001FD NM
- 23. IN THE MATTER OF APPROVAL PROPOSED CHANGE ORDER 2 FOR VAN BUREN DRAINAGE IMPROVMENTS ARPA 2023-032PW **CW**
- 24. IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL AF
- 25. IN THE MATTER OF CVB BOARD MINUTES OF NOVEMBER 7, 2023 SC
- 26. IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT
- 27. IN THE MATTER OF AWARD OF BID NO. 2023-050WL (SOURCES OF SUPPLY 12 MONTH BID) **JT**
- 28. IN THE MATTER OF AWARD OF BID # 2023-051WL (RIGHT-OF-WAY LINE CLEARANCE) JT

29. IN THE MATTER OF APPROVAL OF AN AMENDMENT TO THE CITY OF TUPELO EMPLOYEE HANDBOOK POLICY 608: (DRUG AND ALCOHOL-FREE WORKPLACE (TABLED AT OCTOBER 3, 2023 MEETING) **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



TO: Mayor and City Council

FROM: John Quaka, Chief

DATE November 15, 2023

SUBJECT: IN THE MATTER OF SWAT TEAM RECOGNITION JQ

Request:

Please accept this letter of request to recognize Officer's listed below for their hard work at SWAT Competition.

Brett Bramlett, Tyler Moore, Mitchell Cunningham, David McRee, Ben Uhiren, Blake Burress



TO: Mayor and City Council

FROM: Alex Farned, Director

DATE November 16, 2023

SUBJECT: IN THE MATTER OF RECOGNITION OF BLUE CROSS BLUE SHIELD

FOR THE HEALTHY HEROES PROGRAM FOR TUPELO PARKS AND

RECREATION AF

Request:

We would like the Mayor and City Council to recognize Officer Alan Chaverz with the Tupelo Police Department and Carlos Brown with the Tupelo Fire Department. The grant from Blue Cross Blue Shield for the Healthy Heroes program was taught in all K-5 schools at TPSD. This program ran from September 2022 through October 2023.



TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE November 21, 2023

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

Public Hearing for properties on final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45322	112C0307200	669 MCNEECE ST	SCRUGGS WESLEY D	1264 N VETERANS BLVD	TUPELO, MS	RS
2.	45324	085P2101700	1582 OAKVIEW DR	FRAZIER LEWIS C	1582 OAKVIEW DR	TUPELO, MS 38804	RS
3.	45357	077Q3621900	202 ENOCH AVE	HILARIO OSCAR	168 MOUNTAIN LEADER TRAIL	SALTILLO, MS 38866	SB
4.							
5.							
6.							
7.							
8.							
9.							
10							
11							
12							



TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE November 15, 2023

SUBJECT: IN THE MATTER OF MINUTES OF NOVEMBER 7, 2023 REGULAR

COUNCIL MEETING

Request:

For your approval. Pending legal review.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO STATE OF MISSISSIPPI NOVEMBER 7, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, November 7, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Janet Gaston.; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Rosie Jones was absent. Council Member Palmer led the invocation. Council Member Gaston 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 Palmer, to confirm the agenda and agenda order with the following changes:

ADD #25 In the Matter of Change Order #1 for Bid 2023-017PR - Pickleball Complex

DELETE #S1 In the Matter of the Villages Streets and Alleyways (Left on Study Agenda October 17, 2023)

Of those present, the vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Nettie Davis thanked the City, CVB and the community in their support of the recent AKA meetings held in Tupelo.

Council Member Lynn Bryan thanked Chuck Williams and Dennis Bonds for the recent work done concerning the Bristow Acres drainage issues.

Council Member Janet Gaston extended congratulations to Chris Stratton, a Tupelo native, and the Texas Rangers for their 2023 World Series win.

Council Member Chad Mims congratulated the Tupelo High School cross country team on their state championship. He also congratulated the Tupelo Middle School who won the state championship for their age division a couple of weeks ago.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to address the property on the final lot mowing list.

Parcel Location

101B0213000 418 Lakeview Drive

IN THE MATTER OF PUBLIC HEARING FOR PROPOSED COMPREHENSIVE AMENDMENTS TO CHAPTER 2, CHAPTER 4, CHAPTER 8. CHAPTER 10, CHAPTER 11, AND CHAPTER 12 OF THE CITY OF TUPELO DEVELOPMENT CODE

No one appeared to address the property on the final demolition lien list.

PARCEL ADDRESS

089B-30-065-00 1203 North Green Street

CITIZEN HEARING

Dr. Matt Wesson addressed the Council regarding his concerns of the pay rate of the Tupelo Police Department and officers leaving to work for other law enforcement agencies for higher salaries.

<u>IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)</u>

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX A

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX B

<u>IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – CONGREGATE LIVING</u> (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX C

<u>IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MAJOR SUBDIVISIONS</u> (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER OF MINUTES OF OCTOBER 17, 2023 REGULAR COUNCIL MEETING

Council Member Davis moved, seconded by Council Member Gaston, to approve the minutes of the October 17, 2023 regular Council meeting. Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF APPROVAL OF A MOU AND INTEREST SURVEY FORM BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

Council Member Davis moved, seconded by Council Member Bryan, to approve a Memorandum of Understanding (MOU) and Interest Survey between the MS Department of Homeland Security and the City of Tupelo for the state and local Cybersecurity Grant Program. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF CONSULTANT SELECTION VIA SMALL PURCHASE PROCEDURE FOR STP-0430-00(046) LPA/109150 WARD 7 LAWNDALE ELEMENTARY SCHOOL SIDEWALK AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT

Council Member Davis moved, seconded by Council Member Palmer, to approve the consultant selection of Dabbs Corporation via small purchase procedure for STP-0430-00(046) LPA/109150 Ward 7 Lawndale Elementary School sidewalk and to authorize the Mayor to sign said agreement. Dabbs Corporation will be Professional Services Consultant for construction engineering & inspection. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF CONSULTANT SELECTION VIA SMALL PURCHASE PROCEDURE FOR STP-0430-00(047) LPA/109149 WARD 4 BARNES CROSSING SIDEWALK AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT

Council Member Gaston moved, seconded by Council Member Bryan, to approve the consultant selection of Dabbs Corporation via small purchase procedure for STP-0430-00(047) LPA/109149 Ward 4 Barnes Crossing sidewalk and to authorize the Mayor to sign said agreement. Dabbs Corporation will be the Professional Services Consultant for construction engineering & inspection. Of those present, the vote was unanimous in favor. APPENDIX H

IN THE MATTER OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID DEMOLTION AND PROPERTY CLEANING COSTS

Council Member Bryan moved, seconded by Council Member Gaston, to approve Resolutions Assessing Judgment Liens Against Real Property for the Costs Associated with Demolition and Property Cleanup in Accordance with Miss. Code Annotated § 21-19-11 and to remove 2625 Hampton Avenue from the list.

<u>Parcel</u> <u>Location</u>

089B-30-065-00 1203 North Green Street

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

IN THE MATTER OF UPDATED AXON AGREEMENT WITH TPD

Council Member Palmer moved, seconded by Council Member Mims, to approve a revised agreement with Axon Enterprises, Inc. originally approved on June 6, 2023. Of those present, the vote was unanimous in favor. APPENDIX K

IN THE MATTER OF SURPLUS OF K9 - NITRO

Council Member Davis moved, seconded by Council Member Gaston, to approve the surplus and removal from assets of police canine Nitro. Of those present, the vote was unanimous in favor. APPENDIX L

IN THE MATTER OF PROPOSED CHANGE ORDER 1 FOR CITY PARK DRAINAGE IMPROVMENTS ARPA 2023-028PW

Council Member Bryan moved, seconded by Council Member Mims, finding that the change order is commercially reasonable, within the scope of the project as dictated by conditions encountered in the field and not to circumvent the purchasing laws; and to approve change order #1 for ARPA bid 2023-028PW - City Park Drainage Improvements. This change order will increase the original contract price with James A. Hodges Construction by \$21,500 for a total price of \$339,193.75. Of those present, the vote was unanimous in favor. APPENDIX M

IN THE MATTER OF ACCEPTING DONATION OF FUNDS FROM THE TUPELO SPORTS COUNCIL TO THE CITY OF TUPELO

Council Member Palmer moved, seconded by Council Member Gaston, to accept a donation of \$10,500 from the Tupelo Sports Council for the purchase of a golf cart. Of those present, the vote was unanimous in favor.

IN THE MATTER OF CADENCE BANK ARENA MINUTES OF AUGUST 21, 2023, SEPTEMBER 18, 2023 AND SPECIAL CALLED MEETING OF SEPTEMBER 25, 2023

Council Member Palmer moved, seconded by Council Member Gaston, to accept the Cadence Bank Arena minutes of August 21, September 18 and September 25, 2023. Of those present, the vote was unanimous in favor. APPENDIX N

IN THE MATTER OF BID # 2023-047PR - 3 PLEX PARKING LOT IMPROVEMENT

Bids were received for Bid # 2023-047PR - 3-Plex Parking Improvements with four bids received. Council Member Davis moved, seconded by Council Member Palmer, to approve the lowest and best bid of Falcon Contracting Company, LLC, in the amount of \$198,705.00. Of those present, the vote was unanimous in favor. APPENDIX O

IN THE MATTER OF CONTRACT APPROVAL WITH FALCON CONTRACTING FOR BID # 2023-047PR - 3 PLEX PARKING LOT IMPROVEMENT

Council Member Gaston moved, seconded by Council Member Mims, to approve a contract with Falcon Contracting Company, LLC, in the amount of \$198,705, for bid # 2023-047PR and to authorize the Mayor and City Clerk to execute. Of those present, the vote was unanimous in favor. APPENDIX P

IN THE MATTER OF SURPLUS OF FIXED ASSETS TO DESTROY

Council Member Bryan moved, seconded by Council Member Palmer, to approve the surplus of an ice machine asset #5448, as submitted by the Administration Office at City Hall. This item is no longer needed by the City of Tupelo and should be scrapped. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF AN ORDER ACCEPTING A CONVEYANCE OF REAL PROPERTY LOCATED AT 1226 BOGGAN DRIVE AND DECLARING AS SURPLUS THE STRUCTURE(S) LOCATED AT SAID PROPERTY AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUSED STRUCTURE(S)

Council Member Gaston moved, seconded by Council Member Mims, to approve an Order Accepting a Conveyance of Real Property Located at 1226 Boggan Drive, Declaring as Surplus the Structure(s) located at Said Property and to Authorize the Demolition of the Surplused Structure(s). Of those present, the vote was unanimous in favor. APPENDIX R

IN THE MATTER OF CHANGE ORDER #1 FOR BID # 2023-017PR 0 PICKLEBALL COMPLEX

Council Member Bryan moved, seconded by Council Member Davis, finding that the change order is commercially reasonable, within the scope of the project as identified in the field and not to circumvent the purchasing laws; and to approve change order #1 for bid # 2023-017PR - Pickleball Complex to run electrical conduit to the islands. This change order will increase the contract with M & N Construction with a net change of \$4,318.42. Of those present, the vote was unanimous in favor. APPENDIX S

IN THE MATTER OF THE VILLAGES STREETS AND ALLEYWAYS (LEFT ON STUDY AGENDA OCT 17, 2023)

Council Member Palmer moved, seconded by Council Member Bryan, to approve the deletion of Item # S1 from the Study Agenda. Of those present, the vote was unanimous in favor.

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Mims, to determine the need for an executive session. City Attorney Ben Logan said the session will be for the acquisition and disposal of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended), particularly real property to construct new Fire Station #5 and review of previous acceptance of alleyways in the Villages subdivision. Of those present, the vote was unanimous in favor.

Council Member Palmer moved, seconded by Council Member Bryan, to close the regular session and enter executive session for discussion of possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:23 PM.

After discussion in executive session, Council Member Mims moved, seconded by Council Member Gaston to return to the regular meeting at 7:14 PM. Of those present, the vote was unanimous in favor.

IN THE MATTER OF THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 2667 SOUTH GREEN STREET OWNED BY MELINDA KIRK

Council Member Mims moved, seconded by Council Member Gaston, to:

- 1) find that reasonable efforts to negotiate an agreement at the appraised amount (\$185,000) of value have failed, and the administrative settlement of \$15,000 more is reasonable, prudent and in the best interests of the public in order to construct on contiguous properties a new fire station and other public appurtenances;
- 2) approve the administrative settlement and purchase of real property located at 2667 South Green Street owned by Melinda Kirk at a cost of \$200,000.

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

IN THE MATTER OF THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED NEAR 2667 SOUTH GREEN STREET OWNED BY KIRK USED CARS, LLC

Council Member Bryan moved, seconded by Council Member Davis, to approve the purchase of real property located near 2667 South Green Street owned by Kirk Used Cars, LLC, at a cost of \$145,000, being the best negotiated price and at the fair market value as determined by a Mississippi licensed real estate appraiser. The purpose of the purchase of this property is for the future location of a Fire Department. Of those present, the vote was unanimous in favor. APPENDIX U

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Palmer, to adjourn the meeting at 7:15 PM. Of those present, the vote was unanimous in favor.

This the	7th d	ay of	Novem	ber, 2023.

Travis Beard, Council President	

ATTEST:		
Missy Shelton, Council Clerk		
	APPROVED	
	Todd Jordan, Mayor	
	Date	



TO: Mayor and City Council

FROM: Kim Hanna, CFO/City Clerk

DATE October 26, 2023

SUBJECT: IN THE MATTER OF BILL PAY KH

Request:

For your review.



TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE November 21, 2023

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS KH

Request:

There are no items for approval at this time.

ITEMS:

None



TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE November 21, 2023

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2024. KH

Request:

Please review and approve amendment #2

ITEMS:

Amendment #2

City of Tupelo Fy 2024 Budget Revision #2

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 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues	,		
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	36,524,238		36,524,238
Charges for Services	698,000		698,000
Fines & Forfeits	577,000		577,000
Interest Income & Misc. Revenues	1,011,462	12,500	1,023,962
Other Financing Resources	224,209		224,209
Unreserved Fund Balance			
Total General Fund Revenues	48,878,669	12,500	48,891,169

Purpose:

To budget for the acceptance of a Tupelo Sports Council donation (10,500) to be used for the $\,$

purchase of a golf cart.

To accept a donation for \$2,000 for a signage update for the Aquatics Facility.

Expenditures:

Total City Court	1,117,103	- 1,117,103
Capital	-	_
Other Services & Charges	107,342	107,342
Supplies	32,300	32,300
<u>City Court</u> Personnel	977,461	977,461
Purpose:		
Total Executive Dept.	1,442,232	- 1,442,232
Capital	<u> </u>	<u> </u>
Other Services & Charges	289,850	289,850
Supplies	23,500	23,500
Executive Dept. Personnel	1,128,882	1,128,882
Purpose:		
Total City Council	509,711	- 509,711
Capital		
Other Services & Charges	196,250	196,250
Supplies	6,000	6,000
City Council Personnel	307,461	307,461

Purpose:

	Original Budget	Amendment	Amended Budget
Finance Department			
Personnel	872,613		872,613
Supplies	31,600		31,600
Other Services & Charges	624,325		624,325
Capital	326,400		326,400
Total Finance Department	1,854,938		1,854,938
Purpose:			
Human Resources			
Personnel	342,060		342,060
Supplies	4,100		4,100
Other Services & Charges Capital	131,400		131,400
Total Human Resources	477,560		477,560
Purpose:			
Development Services			
Personnel	1,479,927		1,479,927
Supplies	47,000	(9,828)	37,172
Other Services & Charges Capital	230,500	(39,540) 	190,960
Total Development Services	1,757,427	(49,368)	1,708,059
Purpose: To transfer all engineering costs to the Publ	lic Works Budget		
Police Dept			
Personnel	9,808,674		9,808,674
Supplies	783,486		783,486
Other Services & Charges Capital	2,335,455 398,600	-	2,335,455 398,600
Total Police Dept.	13,326,215	<u> </u>	13,326,215
Purpose:			
Fire Dept			
Personnel	7,073,594		7,073,594
Supplies	410,474	4,814	415,288
Other Services & Charges	340,100	5,186	345,286
Capital	10,000	(10,000)	-
Total Fire Dept.	7,834,168		7,834,168

Purpose: To trasnfer funds from capital to upgrade the training room and purchase supplies.

	Original Budget	Amendment	Amended Budget
Dublic Works			
Public Works Personnel	3,192,442		3,192,442
Supplies	406,100		406,100
Other Services & Charges	2,325,890	49,368	2,375,258
Capital	17,000		17,000
Total Public Works	5,941,432	49,368	5,990,800
Total Lubile Works	3,341,432	45,308	3,990,800
Purpose: To transfer funds from Development Service	es for in-house engi	neering services.	
Parks & Recreation			
Personnel	2,323,289		2,323,289
Supplies	457,000		457,000
Other Services & Charges	1,179,533		1,179,533
Capital	21,159	10,500	31,659
Total Parks & Rec	3,980,981	10,500	3,991,481
Purpose: To budget for the purchase of a golfcard with			
Aquatics Facility Personnel	490 474		490 474
Supplies	480,474 103,500		480,474 103,500
Other Services & Charges		2,000	
Capital	510,000 10,000	2,000 	512,000 10,000
Total Aquatics Facility	1,103,974	2,000	1,105,974
Purpose: To upgrade signage for the aquatics facility	with a donation from	the Tupelo Sports C	ouncil.
<u>Museum</u>			
Personnel	145,944		145,944
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	4,000		4,000
Total Museum	196,544		196,544
Purpose:			
Community Services	1,065,600	-	1,065,600
Purpose:			
Debt Service	225 490	_	225 490
Purpose:	325,480		325,480
Other Financing Uses	7,889,804	-	7,889,804
Purpose To transfer donated funds to the Capital & In		r playground expendi	
Reserves	55,500		55,500
Total General Fund Expenditures	48,878,669	12,500	48,891,169

	Original Budget	Amendment	Amended Budget
Fund #327 Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,092,972		1,092,972
Transfer from Other Funds	8,452,600		8,452,600
State Funds	500,000		500,000
Miscellaneous Income	22,500		22,500
Bond Proceeds Unreserved Fund Balance	14,035,000 16,852,316	(2,138,419)	14,035,000 14,713,897
omeserved rand buildree	10,032,310	(2,130,113)	11,713,037
Total Revenues	40,955,388	(2,138,419)	38,816,969
Expenditures			
Other Services & Charges			
Maintenance Projects	591,275		591,275
Street Overlay	8,424,698	(1,243,418)	7,181,280
Neighborhood Revitalization	1,035,940	(14,535)	1,021,405
Traffic Calming	173,376	(32,346)	141,030
Contingies/Grant Matches	40,000		40,000
Total Other Services & Charges	10,265,289	(1,290,299)	8,974,990
Capital			
Infrastructure Improvements	9,948,640	(295,152)	9,653,488
Purchase of Property	61,918		61,918
Equipment	1,058,933	3,492	1,062,425
Building Improvements	8,264,849	(13,451)	8,251,398
Park Improvements	7,783,053	(390,343)	7,392,710
Vehicles	661,566	(84,082)	577,484
Police Vehicles/Equipment	630,000	(60.504)	630,000
Fire Equipment/Trucks Contingencies(Grant Matches)	2,281,140	(68,584) -	2,212,556
Total Capital	30,690,099	(848,120)	29,841,979
Other Financing Uses		- -	<u>-</u>
Total Expenditures	40,955,388	(2,138,419)	38,816,969

Purpose: To update expected carryover from FY 2023 to actual carryover.

	Voting
Councilman Chad Mims Councilman Lynn Bryan Councilman Travis Beard Councilman Nettie Davis Councilman Buddy Palmer Councilman Janet Gaston Councilman Rosie Jones	
Approved	l:
	President of the Council City of Tupelo
Attest:	
Clerk of the Council	
	Mayor City of Tupelo
Attest:	
City Clerk	



TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE November 9, 2023

SUBJECT: IN THE MATTER OF STATE APPROVED HOLIDAYS FOR CITY

EMPLOYEES TJ

Request:

For your approval. Additional holidays.....

November 24, 2023

December 26, 2023

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

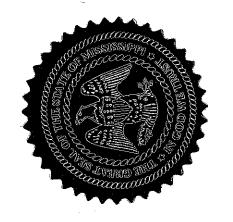
Code Ann. § 3-3-7(1), Thanksgiving Day, are declared legal holidays in the State of Mississippi Year's Day 9 and New pursuant Christmas Day WHEREAS,

WHEREAS, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states; and WHEREAS, let us be mindful of the words of President Ronald Reagan during the upcoming holiday season: "Let us pause from our many activities to give thanks to Almighty God for our bountiful harvests and abundant freedoms. Let us call upon Him for continued guidance and assistance in all our endeavors. And let us be mindful of the faith and spiritual values that have made our Nation great and that alone can keep us

schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 23, 2023, in observance of THANKSGIVING DAY; on Monday, December 25, 2023, in observance of CHRISTMAS DAY; and on Monday, January 1, 2024, in observance of NEW YEAR'S DAY. applicable statutes of the State of Mississippi, and consistent with the Federal holiday NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi

- 26 -

discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 24, 2023, in further observance of the Thanksgiving holiday, and IN ADDITION, I hereby authorize the executive officers of all state agencies, in their on Tuesday, December 26, 2023, in further observance of the Christmas season; and to during the Thanksgiving holiday staff their respective agencies as needed Christmas and New Year's season.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed. DONE in the City of Jackson, on the 8th day in the year of our Lord, two wenty-three, and of the Independence of the United States of America, the two hundred and forty-eighth. and of November thousand

TATE REEVES GOVERNOR

> SECRETARY OF STATE BY THE GOVERNOR /V/idnal //



TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE November 21, 2023

SUBJECT: IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN

THE CITY OF TUPELO AND TOWNES CONSTRUCTION FOR THE CONSTRUCTION OF GUMTREE PARK STORM WATER DRAINAGE INFRASTRUCTURE AND FUNDED BY THE AMERICAN RESCUE PLAN

ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI

DEPARTMENT OF ENVIORNMENTAL QUALITY. AC

Request: Please approve this amendment to the Gumtree Park contract between Townes Construction and The City of Tupelo.

Agency: MS Department of Environmental Quality (MDEQ)

Grant: MS Municipality and County Water Infrastructure (MCWI) Grant Program

AMENDMENT NUMBER 1

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

THIS DOCUMENT shall be an amendment to that Agreement entered into on 24 August, 2023 by and between the City of Tupelo, Mississippi ("Subrecipient") and Townes Construction ("Contracting Party") for the construction of a sanitary sewer line and/or stormwater drainage infrastructure and related services provided through funds awarded to the City of Tupelo by the American Rescue Plan Act of 2021, Public Law 117-2 (March 11, 2021) and the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), and notwithstanding any provision to the contrary, the parties hereto agree to the following:

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have

unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its

representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREED TO AND ACCEPTED this the	day of, 2023.		
City of Tupelo, Mississippi	Contracting Party		
Signature:	Signature:		
Name:	Name:		
Title:	Title:		



TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE November 21, 2023

SUBJECT: IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN

THE CITY OF TUPELO AND HODGES CONSTRUCTION FOR THE

CONSTRUCTION OF CITY PARK STORM WATER DRAINAGE

INFRASTRUCTURE AND FUNDED BY THE AMERICAN RESCUE PLAN

ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI

DEPARTMENT OF ENVIORNMENTAL QUALITY. AC

Request: Please approve this amendment to the City Park contract between Hodges Construction and The City of Tupelo.

Agency: MS Department of Environmental Quality (MDEQ)

Grant: MS Municipality and County Water Infrastructure (MCWI) Grant Program

AMENDMENT NUMBER 1

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

THIS DOCUMENT shall be an amendment to that Agreement entered into on 04 August, 2023 by and between the City of Tupelo, Mississippi ("Subrecipient") and Hodges Construction, Inc. ("Contracting Party") for the construction of a sanitary sewer line and/or stormwater drainage infrastructure and related services provided through funds awarded to the City of Tupelo by the American Rescue Plan Act of 2021, Public Law 117-2 (March 11, 2021) and the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), and notwithstanding any provision to the contrary, the parties hereto agree to the following:

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

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Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have

unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
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6. RECORD RETENTION AND RIGHT TO AUDIT

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representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

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The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREED TO AND ACCEPTED this the	day of, 2023.		
City of Tupelo, Mississippi	Contracting Party		
Signature:	Signature:		
Name:	Name:		
Title:	Title:		



TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE November 21, 2023

SUBJECT: IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN

THE CITY OF TUPELO AND ENSCORE FOR THE CONSTRUCTION OF A SANITARY SEWER LINE ALONG HIGHWAY 45 AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY. AC

Request: Please approve this amendment to the Highway 45 Outfall contract between Enscor and The City of Tupelo.

Agency: MS Department of Environmental Quality (MDEQ)

Grant: MS Municipality and County Water Infrastructure (MCWI) Grant Program

AMENDMENT NUMBER 1

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

THIS DOCUMENT shall be an amendment to that Agreement entered into on 05 June, 2023 by and between the City of Tupelo, Mississippi ("Subrecipient") and Enscor, LLC ("Contracting Party") for the construction of a sanitary sewer line and/or stormwater drainage infrastructure and related services provided through funds awarded to the City of Tupelo by the American Rescue Plan Act of 2021, Public Law 117-2 (March 11, 2021) and the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), and notwithstanding any provision to the contrary, the parties hereto agree to the following:

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have

unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its

representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREED TO AND ACCEPTED this the	day of, 2023.
City of Tupelo, Mississippi	Contracting Party
Signature:	Signature:
Name:	Name:
Title:	Title:



TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE November 21, 2023

SUBJECT: IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN

THE CITY OF TUPELO AND TOWNES CONSTRUCTION FOR THE CONSTRUCTION OF STORM WATER DRAINAGE INFRASTRUCTURE

ALONG VAN BUREN AVENUE AND FUNDED BY THE AMERICAN

RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND

CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY. AC

Request: Please approve this amendment to the Van Buren Avenue contract between Townes Construction and The City of Tupelo.

Agency: MS Department of Environmental Quality (MDEQ)

Grant: MS Municipality and County Water Infrastructure (MCWI) Grant Program



TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE November 21, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT

MOWING TN

Request:

Pursuant to Miss. Code Ann. 1972, § 21-19-11, review and approve final lot mowing list.

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45322	112C0307200	669 MCNEECE ST	SCRUGGS WESLEY D	1264 N VETERANS BLVD	TUPELO, MS	RS
2.	45324	085P2101700	1582 OAKVIEW DR	FRAZIER LEWIS C	1582 OAKVIEW DR	TUPELO, MS 38804	RS
3.	45357	077Q3621900	202 ENOCH AVE	HILARIO OSCAR	168 MOUNTAIN LEADER TRAIL	SALTILLO, MS 38866	SB
4.							
5.							
6.							
7.							
8.							
9.							
10							
11							
12							



TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS

(TABLED AT NOVEMBER 7, 2023 MEETING)TN

Request:



TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT –

MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)TN

Request:



TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT –

CONGREGATE LIVING (TABLED AT NOVEMBER 7, 2023 MEETING)TN

Request:



TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MAJOR

SUBDIVISIONS (TABLED NOVEMBER 7, 2023 MEETING)TN

Request:



TO: Mayor and City Council

FROM: John Quaka, Chief

DATE November 15, 2023

SUBJECT: IN THE MATTER OF SURPLUS GUNS FOR TRADE **JQ**

Request:

Please accept this letter of request to surplus for trade 107 Glock 45 hand guns, 13 Glock 26 hand guns, 7 Glock 43 hand guns, 1 Glock 17, 1 Glock 23, and 1 Glock 36 hand gun. The trade request is to trade the weapons for new Glock 47's, and the trade would be with The Southern Connection Police Supply.

GLOCK 45 SERIAL NUMBERS FOR SURPLUS

BKLY669	BKLY738	BKLR940	BKLY420
BKLY464	BKLY426	BKLR956	BKLY421
BKLY670	BKLY458	BKLR955	BKLY451
BKLY671	BKLR985	BKLR958	BKLY452
BKLY465	BKLR986	BKLR941	BKLY453
BKLY672	BKLR987	BKLR952	BKLY419
BKLY462	BKLY457	BKLR950	BKLY490
BKLY418	BKLR994	BKLR942	BKLY491
BKLY417	BKLR980	BKLR957	BKLY492
BKLR945	BKLR981	BKLR951	BKLY493
BKLY415	BKLR993	BKLR943	BKLY494
BKLY475	BKLR982	BKLR979	BKLY661
BKLY675	BKLR983	BKLR978	BKLY660
BKLY474	BKLR984	BKLR944	BKLY659
BKLY473	BKLY668	BKLR977	BKLY658
BKLY676	BKLY463	BKLR975	BKLY657
BKLY472	BKLR965	BKLR974	BKLY499
BKLY471	BKLR963	BKLR971	BKLY495
BKLY470	BKLR947	BKLR973	BKLY667
BKLY460	BKLR964	BKLR970	BKLY665
BKLY469	BKLR961	BKLR972	BKLY664
BKLY467	BKLR962	BKLY666	BKLY662
BKLR966	BKLR948	BKLY479	BKLY663
BKLY468	BKLR960	BKLY425	
BKLY466	BKLR959	BKLY422	
BKLY739	BKLR949	BKLY478	107 TOTAL
BKLR967	BKLR953	BKLY477	
BKLR968	BKLR954	BKLY476	

GLOCK 26 SERIAL NUMBERS FOR SURPLUS

ADLV801

ADLV800

AEFR624

AEMU959

AEHW927

AEFR623

AEFR625

AEFR626

AEFR622

AFYS896

AFYS897

ADLV798

ADLV799

13 TOTAL

GLOCK 43 SERIAL NUMBERS FOR SURPLUS

ACTD798

ACTD785

ACTD787

ACTD789

ACTD790

ACTD792

ACTD799

7 TOTAL

GLOCK MODELS & SERIAL NUMBERS FOR SURPLUS

TEB952 - GLOCK 17

1 TOTAL

NFK846 - GLOCK 23

1 TOTAL

DWM737 - GLOCK 36

1 TOTAL



TO: Mayor and City Council

FROM: John Quaka, Chief

DATE November 15, 2023

SUBJECT: IN THE MATTER OF ACCEPTING BID #2023-049PD JQ

Request:

Please accept this letter of request to accept Bid # 2023-049PD, from ICOR TECHNOLOGY INC, in the amount of \$103,988.06. This will be for an additional EOD/BOMB ROBOT.



CITY OF TUPELO POLICE EOD ROBOT Bid # 2023-049PD

Lot Name EOD Robot
Lot Specification Per Specifications

Lot Start Date / Time Nov 03, 2023 10:00 AM US/Central Lot End Date / Time Nov 03, 2023 10:30 AM US/Central

Company	Bid Amount (\$ USD)	I Bidding Date / Lime	Days required for Delivery after PO
ICOR Technology Inc.	\$ 103,988.06	Nov 03, 2023 10:01:49 AM US/Central	270

REQUEST FOR PROPOSALS

Un-Priced Technical Proposals
To provide

ONE (1) POLICE EOD ROBOT BID # 2023-049PD

A Reverse Auction Event For The City of Tupelo, Mississippi



CITY CONTACT:

Lieutenant Robert A. Vail Tupelo Police Department robert.vail@tupeloms.gov 662-841-6498 Ext. 204



BID MANAGEMENT CONTACT:

PH Bidding Group Cory Dewett <u>cory@phbidding.com</u> 662-407-0193

Publication Dates: October 10, 2023 & October 17, 2023 **Un-Priced Responses Due:** October 27, 2023, at 2:00 PM

Reverse Auction: November 3, 2023, at 10:00 AM

PH BIDDING GROUP

Tupelo, MS | Hattiesburg, MS | Gulfport, MS www.phbidding.com | 66 36 1 56 - 37 3 | cory@phbidding.com



ADVERTISEMENT FOR PROPOSALS

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

ONE (1) POLICE EOD ROBOT Bid # 2023-049PD

Deadline for receipt of un-priced technical proposals is **October 27, 2023 at 2:00 PM**, local time. Un-Priced propsals, including Specification Response Form and all other documents shall be submitted electronically at www.tupelomsbids.com.

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

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.tupelomsbids.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than 2:00 PM on October 27, 2023 per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on November 3, 2023 at 10:00 AM. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

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

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

Traci Dillard Purchasing Agent

Publishing Dates: October 10, 2023 & October 17, 2023

PH BIDDING GROUP

Tupelo, MS | Hattiesburg, MS | Gulfport, MS www.phbidding.com | 66 | 3 | cory@phbidding.com | -57 -



INFORMATION FOR BIDDERS

I. General Bidder Requirements/Information

The City of Tupelo is looking to purchase One (1) Police EOD Robot for use in the Police Department. The City of Tupelo will accept un-priced proposals for pre-qualification until **October 27, 2023, at 2:00 PM**, local time, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

The un-priced specification responses may also be submitted electronically at www.tupelomsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **November 3, 2023, at 10:00 AM**, local time. All unpriced proposals must be equal in performance and quality to the specifications.

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

II. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS

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

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

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

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

III. QUESTIONS

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

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

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

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

IV. BID PROCESS

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

- Phase One is the solicitation and receipt of un-priced technical proposals for consideration. Deadline for receipt of technical proposals October 27, 2023, at 2:00 PM.
- Phase Two is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at cory@phbidding.com
- A Reverse Auction is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit. They will not be able to see other vendors or vendor pricing during the process, only their ranking in the bid process.
- The reverse auction will begin on **November 3, 2023, at 10:00 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3 minutes to prevent bid sniping. Each additional bid after that will cause another 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.

GROUP



V. SUBMISSION INSTRUCTIONS

The following information applies to all responses. The preferred method for receiving responses is via electronic submission at www.tupelomsbids.com.

UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log-in at <u>www.tupelomsbids.com</u> and perform the following steps:

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

The following items should be included in the electronic submission:

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

VI. REVERSE AUCTION

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Un-priced proposal openings shall be conducted any time after they are received. From that point forward, un-priced proposals will be considered under advisement. The City of Tupelo may conduct written or oral discussions with potential bidders. The City of Tupelo reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to The City of Tupelo.

The reverse auction will be held at https://phbidding.procureport.com. If you have not participated in a reverse auction with PH Biding before, you will need to log-in and create an account. Once your account has been created, please notify us via email at cory@phbidding.com. Once your submission has been approved, you will be invited to participate in the reverse auction. Detailed Instructions regarding the live Reverse Auction event will be provided in the invitation to participate.



VII. SPECIFICATION CLARIFICATION

It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. In no way are these specifications intended to exclude vendors that can meet or exceed the intended purposes.

Unless specifically stated; brand names, models, and part numbers used in this request are used for the sole purpose of setting a desired standard and are not intended to limit or restrict any vendor from offering an equivalent component that the vendor feels best meets the needs of the buyer. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify the buyer if the Specifications are formulated in a manner that would unnecessarily restrict competition. The buyer will decide based on the LOWEST and BEST products offered by the bidding participants.

If your company is able to provide a product that can meet the performance required of the product(s) being purchased, yet these specifications exclude your company from participating in this bid process because of proprietary information or technicalities, please contact PH Bidding Group and provide information regarding your product. You are encouraged to submit your specifications and explain the differences in your product(s) and in what is specified. The buyer will review your product and determine whether or not they will allow your company to participate in the bid process.



PH BIDDING GROUP



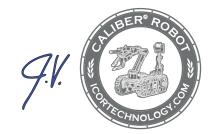


FORM A

Submission Cover Letter for Un-priced Technical Proposals

One (1) Police EOD Robot Bid # 2023-049PD

	proposes to provide a Police Robot per the specifications provided by the City of Tupelo and oposal from the bidder named below:
reverse auction, V	wing all vendor submissions, the City of Tupelo decides to invite (your company name) to submit priced bids, we agree to participate in the which will take place on November 3, 2023, at 10:00 AM . We understand that detailed ling the reverse auction process will be emailed to all approved vendors.
have read and und be completed before	at we have only one opportunity to submit an un-priced technical proposal. We affirm that we derstood this request for un-priced technical proposals and understand that Phase Two must are the items are awarded. We understand that any missing information or documents required a cause for rejection of the proposal.
commodity meets We understand the	that the City of Tupelo has the sole discretion and authority to determine whether our proposed the specifications issued and if it will meet the requirements and needs of the City of Tupelo. nat the City of Tupelo may or may not invite our participation in Phase Two (REVERSE d Bids) of this procurement.
	e by the terms and conditions of the PH Bidding Group Supplier agreement and understand is regarding the agreement or the bid process should be directed to 662-407-0193 or om.
	y the City of Tupelo to participate in Phase Two (REVERESE AUCTION – Priced Bids) of this nvitation should be directed to:
Printed Name	Jack Vongdouangchanh
Title	Commercial Manager
Company Name _	ICOR Technology Inc.
Email	jvong@icortechnology.com
Phone	613-745-3600 x244



FORM B

SPECIFICATION RESPONSE FORM

ONE (1) POLICE EOD ROBOT Bid # 2023-049PD

The undersigned proposes to furnish One (1) Police EOD Robot, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

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

SPECIFICATIONS				
		WLEDGE	VARIANCE	
Minimum Specifications	YES	NO		
Maximum Length (Stowed): 30 inches;	✓		N/A	
Maximum Width: 18 inches ;	✓		N/A	
Maximum Height (Stowed): 16 inches;	✓		N/A	
Maximum Weight (Standard Set-up with Arm, Cameras, and Batteries: 80 lbs;	✓		N/A	
Minimum Ground Clearance: 1 inch;	✓		N/A	
Construction Material: Anodized Aluminum Alloy;	✓		N/A	
Equipped with 2-way audio communication;	✓	1/1/	N/A	
Equipped with minimum 2 cameras including: 1 zoom camera with minimum 10x Zoom; and 1 infrared camera for low light conditions;	✓		N/A	
Equipped with wireless RF communication for data, video, and audio communication;	✓		N/A	
Minimum Wireless Operating Distance of 600 feet;	✓		N/A	
Weather resistant for use in rain, snow, and mud;	1		N/A	
2-year limited manufacturer's warranty included;	1	A V	N/A	
Provide technical support for the life of the robot;	✓		N/A	
Equipped high grade Lithium-Iron-Phosphate batteries;	✓		N/A	
Monitor to be equipped with Lithium-lon batteries;	✓		N/A	
Include battery chargers for Robot and Monitor batteries;	✓		N/A	
Include spare batteries for the both the Robot and Monitor;	✓		N/A	
Equipped with tracks for traversing rough terrain;	✓		N/A	
Able to climb stairs;	✓		N/A	
Have a pre-set function for climbing stairs and stowing;	✓		N/A	
Minimum top speed of 2 mph (3.2 km/h);	✓		N/A BER® RO	

PH BIDDING GROUP

SPECIFICATIONS (continued)					
		WLEDGE	VARIANCE		
Minimum Specifications	YES	NO			
A turning radius of 0° (zero degrees;	√		N/A		
Able to climb stairs with a slope of up to 40° (forty degree),	-		NI/A		
and a step of up to 8 inches (200mm);	V		N/A		
Equipped with a robotic arm with minimum 5 axes of movement to include: a. Turret - minimum range of motion of +/- 90° b. Shoulder - minimum range of motion of 0° - 180° c. Elbow - minimum range of motion of 0° - 170° d. Wrist - minimum range of motion of 0° - 270° e. Claw - 360° Continuous Rotation	√		N/A		
Minimum Vertical Reach from ground: 60 inches;	✓		N/A		
Minimum Horizontal Reach: 45 inches;	✓		N/A		
Minimum Lift-Capacity: 12 lbs Arm Retracted;	✓		N/A		
Minimum Lift-Capacity: 4.5 lbs Arm Extended;	/		N/A		
Claw closing force: 30 lbf;	1		N/A		
Include a handheld monitor;	1		N/A		
Monitor to have a minimum Screen Size: 5 inches, that is able to be read during daylight hours;	✓	_	N/A		
Robot must include a Waterjet Disrupter	√		N/A		
Robot must include Picatinny Rail	√		N/A		
Robot must include 24V Firing Circuit and shock tube initiator	✓		N/A		
Robot must include removable/replaceable Claw tools for small claw and medium claw.	✓	M	N/A		
Robot must include interchangeable thermal imaging camera	1		N/A		
Robot must include additional handheld screen for remote viewing of the video feed.	1		N/A		
Robot must include a motorized camera mast	√		N/A		
Robot must include extension arm kit	√		N/A		
Robot must include spare Lithium Iron Phosphate Batteries	1		N/A		
Robot must include spare Lithium Ion Batteries	√		N/A		
Robot must include spare Lead-Acid Batteries	\checkmark		N/A		
Additional Information					
		WLEDGE	VARIANCE		
Operator training must be provided, and cost must be specified if not included in the bid.	YES ✓	NO	N/A		
A Copy of Warranty must be included in bid	✓		N/A		
Product Brochure must be included with bid	1		N/A		
Spare parts for onsite repair must be included in bid	·/		N/A IBER® ROA		
opare parts for orisite repair fillust be illoluded ill bid	V		IV/A		

DELIVERY			
	YES	NO	
Vendor to include shipping/Delivery to the following			
location: City of Tupelo PD-ADM	1		N/A
400 North Front St.	·		
Tupelo, MS 38804			

*In the box Below, please state the anticipated delivery lead time required for your supplied unit and any additional information that should be noted.

Anticipated Delivery Lead Time Required after receipt of Purchase Order:

GENERAL BIDDER'S REQUIREMENTS			
	ACKNO	WLEDGE	VARIANCE
GENERAL REQUIREMENT	YES	NO	
The City of Tupelo reserves the right to reject any and all			
bids, to waive informalities in the bid, or to award to	1		N/A
whomsoever they may choose.			
Transportation and or shipping is to be furnished at			
bidder's expense for all warranty related work outside a	✓		N/A
10-mile radius from Tupelo City limits.	100		
The City of Tupelo shall not be liable for warranty related	- 100		
charges, payments, and billings. No warranty service/			N/A
parts charges are to be invoiced to the City of Tupelo.			
All items must be as specified or an approved equal	1		N/A

Complete Document Checklist and Bid Requirement Acknowledgment Please include all below documents for your Specification Response Form to be considered:

	ACKNO	WLEDGE	VARIANCE
Item	YES	NO	
Equipment Brochure Included:			N/A
Warranty Information/Service Information Included. (Bidder is to state details of all standard and extended Warranties furnished, including parts and labor for all components.)	√ _	7/7	N/A
PH Bidding Supplier Agreement Included. Checking this box acknowledges that you understand your responsibilities under the PH Bidding Supplier Agreement.	*		N/A
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction. Contact PH Bidding	1		N/A GROUP

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

Once the Responses have been reviewed, the approved bidders will be contacted by PH Bidding Group with details of the reverse auction.

PH BIDDING GROUP

Tupelo, MS | Hattiesburg, MS | Gulfport, MS www.phbidding.com | 66 cory@phbidding.com | 65 -





BIDDER INFORMATION

Company ICOR T	echnology Inc.	_ Title	Commercial Manager
Physical Address	935 Ages Drive, Ottawa, ON K10	G 6L3 CANA	.DA
Billing Address	935 Ages Drive		
City_Ottawa	State	• Ontario	Zip <u>K1G 6L3</u>
Phone 613-745-3	8600 x244		
Email <u>jvong@icc</u>	ortechnology.com		
Authorized Agent	Name Jack Vongdouangchanh		
Title	Commercial Manager Display grant by Theoptanh. J. ORC.2010022242. ID Display grant by Commercial Col. Government, on-ECA co-GRC. coul-CRR February later. No February Later. J. CRC 201002224 2010. Display grant property later. No February Later. J. CRC 201002224 2010. 2021. 2021. 71 february 1.2	-	THE ROAD TO THE RO
Signature	J URBE: 2022.10.17 180921-3-94.00		OPIECHNOLOGY.
			MAG
			CEOUD



Supplier Agreement

INTENT AND CONTACT

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

This Agreement contains provisions for an administrative fee, discussed in Section 15.

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

PH Bidding Group Contact information is:

PH Bidding Group 605 West Main Street Tupelo, MS 38804 662.407.0193 cory@phbidding.com

TERMS OF USE

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

If you have difficulty in completing this document, email us at <u>cory@phbidding.com</u> or call us direct at 662.407.0193.

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

Definitions:

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

PH BIDDING GROUP

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

Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

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

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

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

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

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

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

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

PH BIDDING GROUP





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

Organization, Company, or Individual represented: ICOR Technology Inc.					
Authorized Representative (P	rinted Name):	Jack Vongdouangchanh			
Title of Authorized Representa	ative:	Commercial Manager			
Billing Information:					
Email Address:	jvong@icortechnolog	y.com			
Physical Address:	935 Ages Drive				
	Ottawa, ON K1G 6L3	CANADA			
Mailing Address (if different):	SAME AS ABOVE				
Office Phone:	613-745-3600 x244				
Mobile Phone:	613-793-0454 Digitally signed by				
Signature:	DN: c=US, c=U.S. G ou=ICOR Technolog	Throughash, J. ORC)310(22224_D. ORC)310(2224_D. ORC)310			
Date:	October 17, 2023				

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

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





TO: Mayor and City Council

FROM: Quaka, John, Chief of Police

DATE November 7th, 2023

SUBJECT: IN THE MATTER OF APPROVING ITEMS TO BE SURPLUSED FOR

NMNU. **JQ**

Request:

Please add the following attached items to the surplus list for NMNU.

		ITEMS TO BE SURPLUSED			
Equipment	Asset #	Serial #	Reason for surplus	<u>Cost</u>	
MONITOR- 17" GEM LCD	12559	5PC1224S320083	Doesn't work/scrap	\$259.00	
RADIO- KENWOOD VHF MOBILE	12610	70200573	Doesn't work/scrap	\$549.00	
INTELLIGENCE KIT	14668	N/A	Doesn't work/scrap	\$5,015.00	
DVD DUPLICATOR	14670	N/A	Doesn't work/scrap	\$399.00	
COMPUTER, LVO A58	14798	1S7522P1UMJKKM29	Doesn't work/scrap	\$488.76	
COMPUTER, LVO A58	14802	1S7522P1UMJKKM35	Doesn't work/scrap	\$488.76	
COMPUTER, LVO A58	14797	1S7522P1UMJKKM59	Doesn't work/scrap	\$488.76	
COMPUTER, LVO A58	14800	1S7522P1UMJKKP84	Doesn't work/scrap	\$488.76	
COMPUTER, LVO	14914	1S7844B4US5BFTXM	Doesn't work/scrap	\$935.80	
COMPUTER, LVO	14915	1S7844B4US5BFTYC	Doesn't work/scrap	\$935.80	
TRANSMITTER	15863	36309	Doesn't work/scrap	\$1,420.00	
COMPUTER, LENOVO M73	16254	1S10B6001TUSMJ02LJV	Doesn't work/scrap	\$966.47	
COMPUTER, LENOVO M73	16256	1S10B6001TUSMJ02WM8S	Doesn't work/scrap	\$966.47	
COMPUTER, LENOVO M73	16255	1S10B6001TUSMJ02WM9A	Doesn't work/scrap	\$966.47	
COMPUTER, LVO TS M800	16541	1S10FY00113USMJ046SLS	Doesn't work/scrap	\$894.56	
COMPUTER, LVO TS M800		1S10F2003DUSMJ05BYJX	Doesn't work/scrap	\$960.79	
WALABY	16985	91279	Doesn't work/scrap	\$1,992.50	
WALABY	19200	91704	Doesn't work/scrap	\$2,930.00	
WALABY	19201	91705	Doesn't work/scrap	\$2,930.00	
ONE WATT TRANSMITTER	12566	9909014	Doesn't work/scrap	\$1,295.00	
BRIEFCASE RECEIVER KIT	12571	.0576.	Doesn't work/scrap	\$2,695.00	
TWO SIX WATT REPEATERS	3834	.0161.	Doesn't work/scrap	\$3,850.00	
REPEATER, ECHO 4	5457	N/A	Doesn't work/scrap	\$3,850.00	



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE November 16, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE

MEETING MINUTES OCTOBER 9, 2023 DRB

Request: DRB

See attached minutes from the October 9, 2023 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 10/09/2023 Time: 4:30 PM Call to Order: Greg Pirkle Meeting Adjourned: 5:30 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Jon Milstead(ZOOM) Drew Robertson(ZOOM) Greg Pirkle Danny Riley Ernie Joyner

Charlotte Loden Dan Rupert Terry Bullard (ZOOM) Raphael Henry(ZOOM)

Robin Haire

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Ted Roach Bill Cleveland C W Jackson George Jones Stuart Johnson

OTHERS PRESENT:

Brent Spears Kim Hanna Dennis Bonds Michael Moore Bobby Davidson

Scot Burleson John White Johnny Timmons Al Jones Norman Cruise

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the September 19, 2023 Major Thoroughfare Program regular meeting Ernie Joyner made a motion to accept the minutes. Danny Riley seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending September 30, 2023. Beginning Cash Balance was \$5,317,476. Total Revenue from Interest Earned was \$17,301. Total Expenditures for August was \$1,374,406. Payments included \$8,650 for Personnel Cost, \$118,638 for Maintenance Cost, \$835,349 for Veterans (Reese to Hamm St.), \$411,770 for Easton (Veterans to Briar Ridge). Ending Cash Balance for Phase VII is \$4,152,924.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work M&O Work completed for 2023
- Work scheduled to begin today, October 9th. Work will be done in a way to minimize open areas along
 Main Street. Schedule is planned for 40 Working Days to complete.
- Jackson Street (Madison to Front) Held final Underground Meeting with Utility Co's on 9/25. Allen & Hoshall is in process of completing Underground Utility Plans. ESI finished with Road Plans. Ready to go to bid?
- Eason Blvd (Veterans to Briar Ridge) 4 Travel lanes have to been resurfaced by Cook & Son. Job now rides phenomenally well. Final Striping, finish up items remain to close out job.
- Veterans (Main to Hamm) Mainline asphalt surface has been finished. Job rides great, no issues.
 Thermoplastic striping started today. Job will be punch listed and closed out.
- Main Street Bridge Has been closed. New design is being worked on. Meet with Engineers on 10/24 about design progress. Potential for West Main Street Improvements west of bridge.

Open Discussion

- 1. Dennis Bonds gave the update on the Eason Boulevard project. He said that the contractor had resolved the ride quality issues.
- 2. Greg Pirkle asked if this was a permanent fix or if rough spots would show back up.
- 3. John White said that the contractor milled everything up an repave the entire road
- 4. Dennis Bonds updated the Veterans Project and said that all asphalt was finished and that the striping was finished. He said that they would have to come back and paint the turn arrows.
- 5. Dennis Bonds began the conversation of the Main Street Bridge. Greg Pirkle asked if we were going to do any work on the East side of bridge or wait till after the bridge was completed.
- 6. Dennis said that there was about 300' 400' that would be incidental to the widening of the bridge so it would be done at the same time to tie into the bridge.
- 7. Robin Haire asked Dennis if there was a possibility of a temporary bridge.
- 8. Dennis said that the plan was to go back in the same footprint. There may be some environmental issues with it being a large creek and it would also add to the cost of the project. Johnny Timmons said there was a sewer main on the north side so it would rule that side out.
- 9. There was discussion of work on the west side of bridge back to Bissel Road. John White shared drawings with the committee.
- 10. Johnny Timmons said they also had several request for a traffic light at Locust Lane.
- 11. Bobby Davidson with Allen and Hoshall spoke on the Jackson Street (Madison to Front) project. He said their estimate was 5.7 million for the underground utilities. He said there was no guarantee that the bids would be that but it was their best estimate. He said they had spaced the lights out more to cut cost. Johnny Timmons said he eliminated a mast arm traffic light (about \$180,000) at Jackson and Church Street intersection if Traffic Committee would approve it.

Item # 21.

- 12. Dan Rupert made a motion to go to bid with the underground utilities on the Jackson Street (Note to Front) project.
- 13. Robin Haire seconded the motion. All were in favor or the motion.

With no further business to discuss, the meeting was adjourned.

Chairman Greg Pirkle

Recorded by Brent Spears

Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy,

DATE November 17, 2023

SUBJECT: IN THE MATTER OF CHANGE ORDER #1 FOR FIRE STATION #2 BID

2021-001FD NM

Request:

Approval of change order #1 for Bid # 2021-001FD – Fire Station #2. This change order will decrease the original contract price by \$ 9,589.85.



$m ALA^{\circ}$ Document G701 $^{\circ}$ – 2017

Change Order

PROJECT: (Name and address)

Re-Bid

The City of Tupelo Fire Station #2 Tupelo, Mississippi

City Bid Number 2021-001FD

Project Location: 401 Clayton Avenue,

Tupelo, Mississippi 38804

OWNER: (Name and address)

The City of Tupelo Post Office Box 1485

71 East Troy Street (38804)

Tupelo, Mississippi 38802-1485

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: October 18, 2023

ARCHITECT: (Name and address)

PryorMorrow PC Post Office Box 7066

Date: March 3, 2021

1150 South Green Street, Building 1, Suite

F (38804)

Tupelo, Mississippi 38802-7066

CONTRACTOR: (Name and address)

Hooker Construction, Inc.

Post Office Box 8

DATE

10719 Highway 336 West (38871) Thaxton, Mississippi 38871-0008

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Refer to the attached Exhibits "A" through "U." Note: Exhibits "A" through "T" are related to the contract sum while Exhibit "U" is related to the contract time.

The original Contract Sum was

Davin Manney DC

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be decreased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Two hundred six (206) days.

The new date of Substantial Completion will be August 10, 2022.

Þ _	1,896,125.00
\$	0.00
\$	1,896,125.00
\$	9,589.85

1,886,535.15

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

rryonworrow PC	Hooker Construction, Inc.	The City of Tupelo
ARCHITECT (Firm name)	CONTRACTOR (Firm pame)	OWNER (Firm name)
Hud VS. HORSON TV. ALA	Males Challer	Lots Could
SIGNATURE	SIGNATURE	SIGNATURE
Rud B. Robison, Jr., AIA, Architect	Graden Hooker, President	Todd Jordan, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
Oct. 10/1013	Ortober 23, 2023	
DATE /	DATE	DATE

Reconciliation of project allowances:

(1) Allowance for latent conditions

Refer to the following attached exhibits:

Exhibit "B" - Construction Change Directive 001 dated April 7, 2021

Exhibit "C" - Construction Change Directive 002 dated June 11, 2021

Exhibit "R" - Contractor's Change Order Proposal #4 dated October 21, 2021

Exhibit "S" - Contractor's Change Order Proposal #5 dated November 22, 2021

Exhibit "T" – Contractor's Change Order Proposal #6 dated January 21, 2022

Allowance included in the contract sum	\$ 25,000.00
Less cost of soil remediation (Exhibit "B")	\$ 3,652.00
Less additional cost of selected brick (Exhibit "C")	\$ 4,719.60
Less cost of R8 insulation (Exhibit "R")	\$ 1,587.00
Less cost of cabinet stain in lieu of clear coat (Exhibit "S")	\$ 1,400.00
Less cost of pull box (Exhibit "T")	\$ 1,951.00
Allowance remaining and credited to the Owner	\$ 11,690.40 (credit)

(2) Allowance for face brick

Refer to the following attached exhibits:

Exhibit "D" - Magnolia Brick Invoice # 16831 dated August 5, 2021

Exhibit "E" - Magnolia Brick Invoice # 16844 dated August 6, 2021

Exhibit "F" – Magnolia Brick Invoice # 17275 dated October 15, 2021

Exhibit "G" - Magnolia Brick Invoice # 17304 dated October 20, 2021

Allowance provided in the specifications: \$450.00 per thousand

Actual cost: \$657.00 per thousand

Amount used: 27,878

Allowance included in the contract sum (\$450.00 x 27.878)	\$ 12,545.10
Less allowance used (\$657.00 x 27.878)	\$ 18,315.85
Overage added to the contract sum	\$ 5.770.75 (add)

(3) Allowance for finish hardware

Refer to the following attached exhibit:

Exhibit "H" - Custom Glass Invoice # 312761 dated January 4, 2022

Allowance included in the contract sum	\$	10,000.00
Less allowance used	\$	10,000.00
Allowance remaining	\$	0.00

(4) Allowance for Best cylinders and cores

Refer to the following attached exhibit: Exhibit "I" – Custom Glass Invoice # 314203 dated January 4, 2023

Allowance included in the contract sum	\$ 3,200.00
Less allowance used	\$ 4,200.00
Overage added to the contract sum	\$ 1,000.00 (add)

(5) Allowance for mortar color

Refer to the following attached exhibits:

Exhibit "J" – Magnolia Brick Invoice # 16831 dated August 5, 2021 Exhibit "K" – Magnolia Brick Invoice # 16949 dated August 24, 2021 Exhibit "L" – Magnolia Brick Invoice # 17099 dated September 20, 2021 Exhibit "M" – Magnolia Brick Invoice # 17234 dated October 8, 2021 Exhibit "N" – Magnolia Brick Invoice # 17325 dated October 22, 2021

Exhibit "N" – Magnolia Brick Invoice # 17325 dated October 22, 2021 Exhibit "O" – Magnolia Brick Invoice # 17454 dated November 11, 2021

Allowance included in the contract sum (284 bags @ \$20.00 per bag)	\$ 5,680.00
Less actual cost (284 bags @ \$10.95 per bag)	\$ 3,109.80
Allowance remaining and credited to the Owner	\$ 2,570.20 (credit)

(6) Allowance for Owner-selected toilet accessories

Allowance included in the contract sum	\$ 1,000.00
Less allowance used	\$ 0.00
Allowance remaining and credited to the Owner	\$ 1,000.00 (credit)

(7) Allowance for exterior signage

Refer to the following attached exhibits:

Exhibit "P" - Dale & Dale Invoice # 19038 dated November 3, 2022

Exhibit "Q" – Wilder's Invoice # 9845 dated August 24, 2023

Allowance included in the contract sum	\$ 3,000.00
Less cost of bronze plaque repair (Exhibit "P")	\$ 1,100.00
Less cost of #2 signage (Exhibit "Q")	\$ 800.00
Allowance remaining and credit to the Owner	\$ 1,100.00 (credit)

Original contract sum	\$ 1,	896,125.00
Less credit for latent conditions allowance (item 1 above)	\$	11,690.40
Plus overage for face brick allowance (item 2 above)	\$	5,770.75
Plus overage for cylinders and cores allowance (item 4 above)	\$	1,000.00

EXHIBIT "A" (page 3 of 3)

Item # 22.

Less credit for mortar color allowance (item 5 above)	\$	2,570.20
Less credit for Owner-selected toilet accessories (item 6 above)	\$	1,000.00
Less credit for exterior signage allowance (item 7 above)	\$	1,100.00
New contract sum	\$1,8	386,535.15

AIA° Document G714 - 2017

Construction Change Directive

PROJECT: (name and address) **CONTRACT INFORMATION: CCD INFORMATION:** Re-Bid Contract For: General Construction Directive Number: 001 The City of Tupelo Fire Station #2 Tupelo, Mississippi Bid Number 2021-001FD PryorMorrow Project Number 2020502 Project Location: 401 Clayton Avenue, Date: March 3, 2021 Date: April 7, 2021 Tupelo, Mississippi 38804 **OWNER**: (name and address) **ARCHITECT:** (name and address) **CONTRACTOR:** (name and address) The City of Tupelo PryorMorrow PC Hooker Construction, Inc. Post Office Box 1485 Post Office Box 7066 Post Office Box 8 10719 Highway 336 West (38871) 1150 South Green Street, Building 1,

71 East Troy Street (38804) Suite F (38804) Tupelo, Mississippi 38802-Tupelo, Mississippi 38802-1485 7066

Thaxton, Mississippi 38871-0008

The Contractor is hereby directed to make the following change(s) in this Contract: (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The cost of the following item shall be deducted from the \$25,000.00 allowance for latent conditions: (1) Soil remediation (refer to Attachment "A") = \$3,652.00

PROPO	SED A	DJUSTMENTS
1.		proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is: Lump Sum decrease of \$0.00
		Unit Price of \$ per
		Cost, as defined below, plus the following fee: (Insert a definition of, or method for determining, cost)
	×	As follows: The cost of the above referenced soil remediation, which is \$3,652.00, shall be deducted from the \$25,000.00 allowance for latent conditions, thereby leaving \$21,348.00 in said allowance.

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

PryorMorrow PC

ARCHITECT (Firm name)

SIGNATURE

CONTRACTOR (Firm name)

Hooker Construction, Inc.

SIGNATURE

Rud B. Robison, Jr., AIA, Principal PRINTED NAME AND TITLE

SIGNATUR

Ason L. Shelton, Mayor
PRINTED NAME AND TITLE

The City of Tupelo

OWNER (Firm name)

Graden Hooker, President PRINTED NAME AND TITLE

1/2 21

1 10 13 000

KIN EU NAME AND IIILE

4

DATE



April 7, 2021

PryorMorrow, PC ATTN: Rud Robison P. O. Box 7066 Tupelo, MS 38802-7066

RE:

Change Order Proposal #1 Tupelo Fire Station #2 Bid Number 2021-001FD PM Project Number 2009510

Dear Rud:

We propose to furnish the materials, labor, equipment and sales tax/MPC to undercut bad soil and haul in select fill for following amount:

166 cubic yards @ \$22.00 (Unit Price in Contract)

\$3,652.00

See attached quote from Hodges Construction.

Please contact Tommy Williams if you have any questions.

Sincerely,

HOOKER CONSTRUCTION, INC.

Hooker Construction

From:

Chad Rankin [crankin0853@gmail.com]

Sent:

Friday, April 2, 2021 3:04 PM

To:

Hooker Construction

Subject:

Fire Station Soil Remediation Price

Tommy,

Pricing as follows for the soil remediation from the recommendation of Pritchard Engineering.

20' x 30' x 5' depth:

Undercutting of bad soils = 139 cubic yards (LVM) @ \$7.00 = \$973.00 Hauling in of select fill for backfill = 166 cubic yards (LVM) @ \$12.00 = \$1,992.00 Total soil remediation price = \$2,965.00

Thank You,
Chad Rankin
Hodges Construction
Project Manager/Estimator
E:mail - crankin0853@gmail.com
Mobile - (662) 871-0082
Fax - (662) 842-8878

×	*******	

MAIA Document G714 - 2017

Construction Change Directive

PROJECT: (name and address)

Re-Bid

The City of Tupelo Fire Station #2 Tupelo, Mississippi Bid Number 2021-001FD PryorMorrow Project Number 2020502

Project Location: 401 Clayton Avenue,

Tupelo, Mississippi 38804

OWNER: (name and address)
The City of Tupelo
Post Office Box 1485

71 East Troy Street (38804)

Tupelo, Mississippi 38802-1485

CONTRACT INFORMATION:

Contract For: General Construction

CCD INFORMATION:

Directive Number: 002

Date: March 3, 2021 Date: June 11, 2021

ARCHITECT: (name and address)

PryorMorrow PC Post Office Box 7066

1150 South Green Street, Building 1,

Suite F (38804)

Tupelo, Mississippi 38802-7066

CONTRACTOR: (name and address)

Hooker Construction, Inc.

Post Office Box 8

10719 Highway 336 West (38871) Thaxton, Mississippi 38871-0008

The Contractor is hereby directed to make the following change(s) in this Contract: (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The cost of the following item shall be deducted from the allowance for latent conditions:

(1) Additional cost for selected brick (refer to Attachment "A") = \$4,719.60

PROPOSED ADJUSTMENTS

- - Cost, as defined below, plus the following fee:
 (Insert a definition of, or method for determining, cost)
 - As follows: The \$25,000 latent conditions allowance was reduced via Construction Change Directive 001 dated April 7, 2021, in the amount of \$3,652.00, thereby leaving \$21,348.00 in said allowance. The additional cost of the selected brick, which is \$4,719.60, shall also be deducted from the latent conditions allowance, thereby leaving \$16,628.40 in said allowance.
- 2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

PryorMorrow PC

ARCHITEGT (Firm name)

OWNER (Firm name)

The City of Tupelo

Hooker Construction, Inc.

CONTRACTOR (Firm name)

Rud B. Robison, Jr., AIA, Principal

PRINTED NAME AND TITLE

DATE

Jason Shelton, Mayor

PRINTED NAME AND TITLE

Graden Hooker, President PRINTED NAME AND TITLE



June 11, 2021

PryorMorrow, PC ATTN: Rud Robison P. O. Box 7066 Tupelo, MS 38802-7066

RE: Change Order Proposal #3

Tupelo Fire Station #2
Bid Number 2021-001FD
PM Project Number 2009510

Dear Rud:

We propose the following change order to cover the additional cost for the selected brick at the Tupelo Fire Station.

Original brick allowance was \$450/1000M.

The selected brick cost is \$657/1000M

Difference is \$207/1000

Total brick count is 22,800 brick, therefore the additional cost will be \$207 x 22.80 for a total added cost of: \$4,719.60

The above amount will be deducted from the latent conditions, therefore no overhead and profit will be added for this change.

Please contact Tommy Williams if you have any questions.

Sincerely,

HOOKER CONSTRUCTION, INC.



Item # 22.

Invoice

Brick

Date Invoice # 8/5/2021 16831

MAGNOLIA BRICK P. O. BOX 7065 **TUPELO, MS 38802**

Magnolia Brick AND ARCHITECTURAL PRODUCTS

HOOKER CONSTRUCTION, INC. PO BOX 8 THAXTON, MS 38871-0008

Ship To

HOOKER CONST. 401 CLAYTON AVE.

Phone #	Fax #		Web Site		TUPELO FIR		
662-840-8221	662-840-8944	W	vw.magnoliabrick.e	om			
P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Р	roject
401 CLAYTON A	Net 30	MD	8/5/2021	D II LOGISTI			
Item Code	Quantity	U/M	-	Description		Price Each	Amount
CBT-MS-071 MAS-HOL-GRA	12,190	PER M	M/S VELOUR BL/HOLCIM TYPE N MPC # 31097920	45/PALLET _ Mo	riek rier	0.657	8,008.83T 10.95T
nank you for your busin	ness.				То	tal	\$8,019.78

- 90 -



Item # 22.

Brick

Invoice

MAGNOLIA BRICK
P. O. BOX 7065
TUPELO, MS 38802



Date	Invoice #
8 6 2021	16844

HOOKER CONSTRUCTION, INC. PO BOX 8
THAXTON, MS 38871-0008

Ship To

HOOKER CONST. 401 CLAYTON AVE. TUPELO FIRE STATION

Phone #	Fax #		Web Site			TUPELO FI			
662-840-8221	662-840-8944	W	ww.magnoliabrick.c	om					
P.O. Number	Terms	Rep	Ship	Via		F.O.B.		Pi	roject
401 CLΛΥΤΟΝ Λ	Net 30	MD	8/6/2021	MAGNOI	, AL				
Item Code	Quantity	U/M		Descript	ion		Pric	e Each	Amount
C13T-MS-071	12,190	PER M	M/S VELOUR BL/		Brick.			0.657	8,008.83T
hank you for your busing	ess.	, L				To	otal		\$8,800,83

EX -91 - "E"



MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802





Date	Invoice #
10/15/2021	17275

HOOKER CONSTRUCTION, INC. PO BOX 8 THAXTON, MS 38871-0008

Ship To

HOOKER CONSTRUCTION, INC. TUPELO FIRE STATION TUPELO. MS

Phone #	Fax#		Web Site		TUPELO, M	1S		
662-840-8221	662-840-8944	w	ww.magnoliabrick.co	om				
P.O. Number	Terms	Rep	Ship	Via	F.O.B.		Pı	roject
TUPELO FIRE	Net 30	MD	10/15/2021	MAGNOLIA				
Item Code	Quantity	U/M		Description		Price Ea	ach	Amount
CBT-MS-071	1,378	PER M	M/S VELOUR BLA	ack Brick			0.657	905.35T
Thank you for your bus	iness.				Т	otal	L	\$905.35



MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802





Date	Invoice #
10/20/2021	17304

HOOKER CONSTRUCTION, INC. PO BOX 8
THAXTON, MS 38871-0008

Ship To

firestation

Phone #	Fax #		Web Site				
662-840-8221	662-840-8944	w	vw.magnoliabrick.	com			
P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Р	roject
TUPELO FIREST	Net 30	MD	10/20/2021	MAGNOLIA			
Item Code	Quantity	U/M		Description		Price Each	Amount
CBT-MS-071	2,120	PER M	M/S VELOUR BL	ACK Brick		0.657	1,392.84T
nank you for your busin	ness.				Tot	al	\$1,392.84

Custom Glass Tupelo Door

202 Air Park Road PO Box 2765 Tupelo, MS 38801 Tupelo, MS 38803 Invoice

Date	Invoice #
1/4 2022	312761

Bill To Hooker Construction, Inc. 10719 MS-336 Thaxton, MS 38871

		Tupelo F.S. #2	21-314
Description			Amount
Door Hardware per Allowance	E-MAILED	JAN 0 4 2022	10,000.00
		Subtotal	

Payments/Credits

Balance Due

Sales Tax (7.0%)

paid 41222

\$0.00

\$0.00

Fax# Phone # 662-842-6844 662-842-9455





TFS

Cylinders

Custom Glass Tupelo Door

202 Air Park Road Tupelo, MS 38801 PO Box 2765 Tupelo, MS 38803

Phone: 6628426844

1/4/2023	314203

looker Construct	ion. Inc.		
0719 MS-336			
Thaxton, MS 388	/1		

	Territe	Name	100 #	Hariota .	m)ect	Customer PO #
	Net 30		21-314	Fire	Station	
	Carriete					Amount
Cores						4,200.00
Specs showed 16	cylinders in a	allowance				
Specs showed 16 Actual count 2	1 0			J.		
			5	Subtot	al	\$4,200.00
Thank you for your business!	9	Sales T	\$0.00			
all payments made with a credit	card are subject to a 4	% processing fee. % monthly finance cha	rge.	Payme	nts/Credit	ts \$0.00
magarias rios paia vitami samilo v	1991	- menny manda and	-	Balance	e Due	\$4,200.00



Mortar

MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802



Invoice

Dale	Invoice #
8/5/2021	16831

HOOKER CONSTRUCTION, INC. PO BOX 8
THAXTON, MS 38871-0008

Ship To

HOOKER CONST.
401 CLAYTON AVE.
TUPELO FIRE STATION

Phone #	Fax#		Web Site		TUPELO FIR		
662-840-8221	662-840-8944	ww	w.magnoliabrick	.com			
P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Р	roject
401 CLAYTON A	Net 30	MD	8/5/2021	D II LOGISTI			
Item Code	Quantily	U/M		Description		Price Each	Amount
CBT-MS-071 MAS-HOL-GRA	12.190	PER M N	M/S VELOUR BI HOLCIM TYPE I	LACK BY N 45/PALLET Mo	rter	0.657 10.95	8,008.83 ³ 10.95
			MPC # 3109792	0			
		1					
	1						
		į					
	1						
	1				1		
nk you for your busine	ess.				Tot		



Item # 22.

MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802



Mortar

Invoice

Date	Invoice #			
8/24/2021	16949			

HOOKER CONSTRUCTION, INC. PO BOX 8
THAXTON, MS 38871-0008

Ship To

HOOKER CONSTRUCTION, INC.
TUPELO FIRE STATION
TUPELO MS

Phone #	Fax#		Web Site		TUPELO,		ATION	
662-840-8221	662-840-8944	W	ww.magnoliabrick.c	com				
P.O. Number	Terms	Rep	Ship	Via	F.O.E	3.	Р	roject
TUPELO FIRE S.,	Net 30	MD	8/24/2021	D II I.OGISTI				
Item Code	Quantity	U/M		Description		Pric	ce Each	Amount
MAS-HOL-GRA	(90)		HOLCIM TYPE N	45/PALLET M	iorta r		10.95	985.50T
			MPC # 31097920					
Thank you for your bu	siness.				Т	otal		\$985.50



MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802



Mortar

Invoice

Date	Invoice #
9/20/2021	17099

HOOKER CONSTRUCTION, INC. PO BOX 8
THAXTON, MS 38871-0008

Ship To

HOOKER CONSTRUCTION, INC. TUPELO FIRE STATION TUPELO. MS 38802

Phone #	Fax#		Web Site		TUPELO, N	4S 38802	
662-840-8221	662-840-8944	w	ww.magnoliabrick.	com			
P.O. Number	Terms	Rep	Ship	Via	F.O.B.		Project
TUPELO FIRE	Nei 30	MD	9/20/2021	MAGNOLIA			
Item Code	Quantity	U/M		Description		Price Each	Amount
MAS-HOL-GRA	90		MPC # 31097920		Nortar	10.95	985.50T
Thank you for your bus	iness.				To	otal	\$985.50



Mortar

Item # 22.

MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802



Invoice

Date	Invoice #
10/8/2021	17234

HOOKER CONSTRUCTION, INC. PO BOX 8
THAXTON, MS 38871-0008

Ship To

HOOKER CONSTRUCTION, INC. TUPELO FIRE STATION TUPELO MS 38802

Phone #	Fax #		Web Site		TUPELO, M	S 38802	
662-840-8221	662-840-8944	w	ww.magnoliabrick.	com			
P.O. Number	Terms	Rep	Ship	Via	F.O.B.		Project
TUPELO FIRE	Net 30	MD	10/8/2021	D II LOGISTI			
Item Code	Quantity	U/M		Description		Price Each	Amount
MAS-HOL-GRA	90		MPC # 31097920		101-6V	10.95	985.50T
hank you for your busi	ness.		***************************************		To	otal	\$985.50



Item # 22.

MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802



Mortar

Invoice

Date	Invoice #
10/22/2021	17325

1IOOKER CONSTRUCTION, INC. PO BOX 8 THAXTON, MS 38871-0008

Ship To

HOOKER CONSTRUCTION, INC. TUPELO FIRE STATION TUPELO MS

Phone #	Fax#		Web Site		TUI	PELO, M		11011	
662-840-8221	662-840-8944	w	ww.magnoliabrick.co	om					
P.O. Number	Terms	Rep	Ship	Via		F.O.B.			Project
TUPELO FIRE S	Net 30	MD	10/22/2021	OWN H	NUL.				
Item Code	Quantity	U/M		Descripti	on		Price	Each	Amount
MAS-IIOL-GRA	(12)		HOLCIM TYPE N	45/PALLET	Mortay	•		10.95	131.40T
			MPC # 31097920						
Thank you for your busi	ness.					To	otal		\$131.40

EXHIBIT "O"

MAGNOLIA BRICK P. O. BOX 7065 TUPELO, MS 38802



Mortar

Invoice

Date	Invoice #
11/11/2021	17454

HOOKER CONSTRUCTION, INC. PO BOX 8 THAXTON, MS 38871-0008

Ship To

HOOKER CONSTRUCTION, INC. FIRE STATION
TUPELO MS

Phone #	Fex#		Web Site		TUPELO, M		
662-840-8221	662-840-8944	w	ww.magnoliabrick.c	com			
P.O. Number	Terms	Rep	Ship	Via	F.O.B.		Project
FIRESTATION	Net 30	MD	11/11/2021	OWN HAUL			
Item Code	Quantity	U/M		Description		Price Each	Amount
MAS-HOL-GRA			HOLCIM TYPE N	45/PALLET N	Norte-r	11.48	11.48T
hank you for your busing	ess.				To	tal	\$11.48

Dale & Dale, Inc.

Bill To:

3741 Homewood Road

Hooker Construction, Inc.

MPC# MP-31097920

Thaxton, MS 38871

Memphis, TN 38118

P.O. Box 8

EH. Signage

INVOICE

Due date: 12/3/2022

Project:

Hooker Const-Fire Station #2 10719 Hwy 386 West Thaxton, MS 38871

Invoice number:

19038

Invoice date:

11/3/2022

Our Jobid:

1H002

P.O.Number:

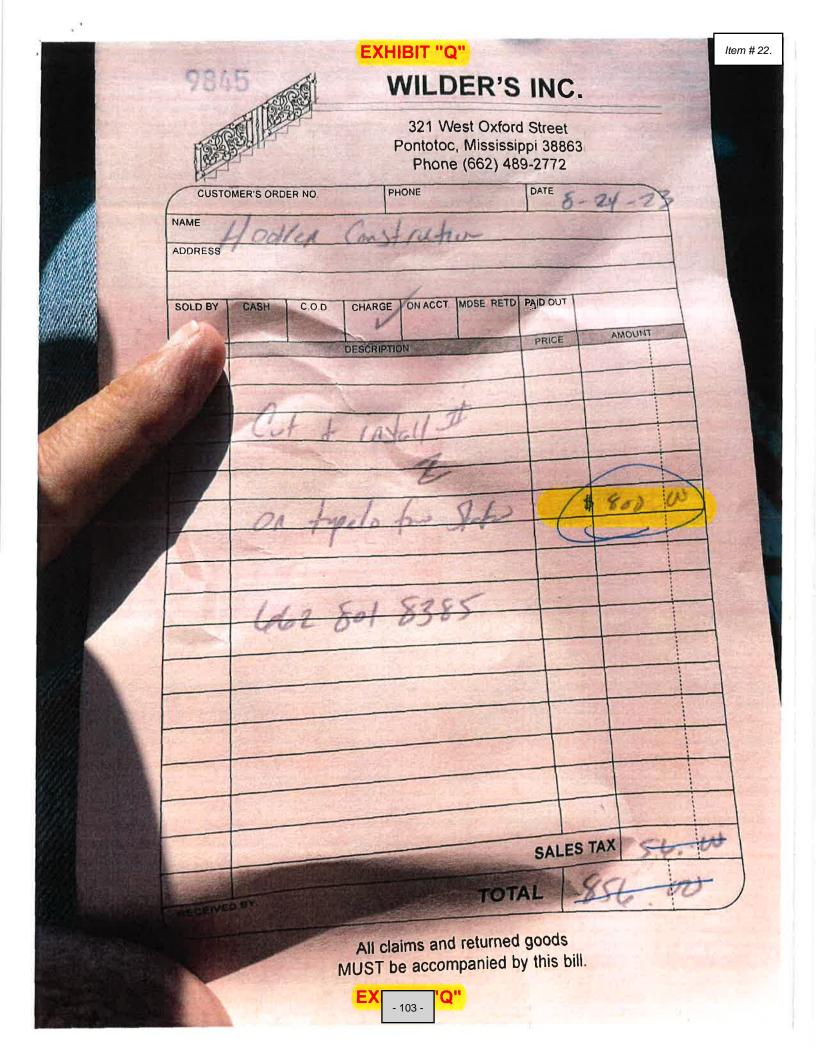
Terms:

Joly / U	oile Desampon			Brice Amount
	A.R.K. Ramos	Repair / Refinish Plaque.	1H002 22360J	1,100.00
	Dale & Dale, Inc. E	Email Quote.		

paid 12-1222

Total due:

1,100.00





October 21, 2021

PryorMorrow, PC ATTN: Rud Robison P. O. Box 7066 Tupelo, MS 38802-7066

RE:

Change Order Proposal #4
Tupelo Fire Station #2
Bid Number 2021-001FD
PM Project Number 2009510

Dear Rud:

We propose the following change order for the additional insulation:

Sunbelt Specialties, Inc. propose to furnish the labor and materials to add a layer of R8 insulation over R30 in living areas (see attached quote) \$1,587.00

OH&P 20%

317.40

Total

\$1,904.40

Please contact Randy Enlow if you have any questions.

Sincerely,

HOOKER CONSTRUCTION, INC.



\$1,400.00

\$1,680.00

280.00

November 22, 2021

PryorMorrow, PC ATTN: Rud Robison P. O. Box 7066 Tupelo, MS 38802-7066

RE:

Change Order Proposal #5
Tupelo Fire Station #2
Bid Number 2021-001FD
PM Project Number 2009510

Dear Rud:

We propose to furnish the materials and labor to stain the cabinets in lieu of clear coat as specified for the amount of:

Quote per Southern Cabinet – see copy attached.

20% OH & P

Total

Please contact Randy Enlow if you have any questions.

Sincerely,

HOOKER CONSTRUCTION, INC.



January 21, 2022

PryorMorrow, PC ATTN: Rud Robison P. O. Box 7066 Tupelo, MS 38802-7066

RE:

Revised Change Order Proposal #6

Tupelo Fire Station #2
Bid Number 2021-001FD
PM Project Number 2009510

Dear Rud:

See attached copy of the proposal from Ketchum Electric to change the location for the TV & data conduit as requested in the amount of:

\$1,951.00

20% OH & P

390.20

Total

\$2,341.20

The reduction in the price from the original quote is because the Owner is furnishing the in-ground box.

Please contact Randy Enlow if you have any questions.

Sincerely,

HOOKER CONSTRUCTION, INC.

EXHIBIT "T" (page 2 of 2)

Item # 22.

Ketchum Electric

518 East Walnut St. Ripley, MS 38663 Ph: 662/837/3921

Industrial & Commercial

CO # 3R

Hooker Construction
Tupelo Fire Station - Extra

December 1,,2021

SALESPERSON :	JOB PAYMENT TERMS DUE DATE
Steve Heavener	

DESCRIPTION: CHANGE LOCATION FOR TV & DATA CONDUIT STUBS 2-2"	UNIT PRICE	LINE TOTAL
160' - 2" pvc	\$4.22/ft.	\$675.20
4- 2" pvc couplings	.95/ea.	\$3.80
Asphalt fill dirt 4 yards G.C. to furnish		0
Can & glue cleaner		\$52.00
80' warning tape		402,00
Trenching equipment		\$300.00
Labor		\$900.00
		n manuskije si sekerakciju
SUB-TOTAL		\$1,951.00
TAX:		\$0
TOTAL:		\$1,951.00

Missy Stennett

From:

hconstruction2567@gmail.com

Sent:

Monday, September 18, 2023 1:35 PM

To:

Missy Stennett

Subject:

RE: Change Order #1 -- The City of Tupelo, Fire Station #2 (2020502)

Missy,

I apologize for the delayed response about the days for our material delays.

I have been waiting on a copy of the purchase order for the generator but all I received from Taylor Manufacturing was an order date of on or about July 27, 2021. I have not yet received the actual purchase order but hopefully the information below will be enough to complete the days requested.

According to my information, I show the following number of days for material delays:

Item 1 – Coiling Door – Order date was July 8, 2021 and door was finally received on June 14, 2022 for a total of 341 Days

Item 2 – Generator – Oder date was July 27, 2021 and was delivered on April 21, 2023 and installed the following week for a

total of 640 Days

Item 3 – Big Red #2 Sign – Order was place on March 27, 2023 and was received and installed on August 24, 2023 for a total

of 150 days

Will the above be enough or will you need additional information?

Please advise.

Cindi Webb Hooker Construction, Inc. P. O. Box 8 10719 Hwy. 336 W. Thaxton, MS 38871 P. 662-489-2567 F. 662-489-2584

From: Missy Stennett <mstennett@pryor-morrow.com>

Sent: Wednesday, August 30, 2023 3:53 PM

To: hconstruction2567@gmail.com

Cc: Rud Robison <rrobison@pryor-morrow.com>

Subject: Re: Change Order #1 -- The City of Tupelo, Fire Station #2 (2020502)

Cindi:

EXHIBIT "U" (page 2 of 2)

I worked up the exhibits binder that will be attached to the change order. The only difference that I had in the figure was the latent conditions allowance (I show a credit coming back from that). I have attached the exhibits binder in PDF format so that you can see what my math was.

The only other item that will need clarification is the contract time. I have attached a table showing the breakdown of the contract time. There were several letters that came in regarding the delivery delays (I have attached all of those that I could find in our files), but I don't think that Hooker Construction provided a grand "we need X number of days added to the contract time" total.

Let me know if you have any questions.

Missy

From: hconstruction2567@gmail.com

Sent: Wednesday, August 30, 2023 3:23 PM

To: Missy Stennett < mstennett@pryor-morrow.com>

Subject: Tupelo Fire Station

Missy,

Do you know if the amount that I sent on the allowance summary will be the final change order amount? I need to order the consent of surety and need to turn in the final contract amount when I do. Graden Hooker asks me every day if I have sent the final application for payment yet and the closeout documents.

Cindi Webb Hooker Construction, Inc. P. O. Box 8 10719 Hwy. 336 W. Thaxton, MS 38871 P. 662-489-2567 F. 662-489-2584



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director – Public Works

DATE November 16, 2023

SUBJECT: IN THE MATTER OF APPROVAL PROPOSED CHANGE ORDER 2 FOR

VAN BUREN DRAINAGE IMPROVMENTS ARPA 2023-032PW - CW

Request:

Request to approve proposed Change Order 2 for Van Buren Drainage Improvements – Bid No. 2023-032PW.

Per the attached change order, it is necessary due to conflicts with existing utilities in the field and will include minor increases in these associated pay items and increase the contract time. Two existing sanitary sewage lines from houses adjacent to the project conflict with the proposed drainage pipes being installed. The location for these sewage lines were unknown. As a result, the contractor will have to make adjustments to the work to incorporate the necessary changes for the sanitary sewer service pipes. There may be additional saw cutting and curb and gutter replacement required for utility line relocations if this work is required.

It is recommended that this change order be approved by the Mayor and City Council to allow the contractor to proceed with the work.

The contract price will increase by \$7,510.00 from \$373,513.00 to \$381,023.00 and increase by 7 days from 45 days to 52 days.



November 15, 2023

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

REFERENCE: RECOMMENDATION OF CHANGE ORDER NO. 2

VAN BUREN AVE. DRAINAGE IMPROVEMENTS

BID NO. 2023-032PW

Dear Mr. Williams:

Please find attached Change Order No. 2 to the construction contract for the referenced project. The proposed change order includes my signature as recommendation of the proposed changes. The contract price will increase by \$7,510.00 from \$373,513.00 to \$381,023.00 because of the proposed changes that are necessary. Additionally, the contract time will increase by 7 days from 45 days to 52 days to allow time for the contractor to implement the additional work.

The change order is necessary due to conflicts with existing utilities in the field. Two existing sanitary sewer service lines from existing houses adjacent to the project conflict with the proposed drainage pipes being installed. As is typical for private service lines, the service lines were not located and, thus, the locations were unknown. As a result, the contractor will have to make adjustments to the work to incorporate the necessary changes for the sanitary sewer service pipes. Additionally, there may be additional saw cutting and curb & gutter replacement that is required for utility line relocations in the field. Thus, the change order includes minor increases in these associated pay items in case this work is required.

It appears that there may be underruns of other quantities/pay items on the project, as well, that may offset these increases. If so, the final contract price may not increase by this amount or at all. However, we recommend that this change order be approved by the Mayor and City Council to allow the contractor to proceed with this work. 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

HED DU

Ms. Kim Hanna, CFO, City of Tupelo

Mr. Ben Logan, City Attorney, City of Tupelo

Mr. Dennis Bonds, PE, City Engineer

Ms. Jayme Baker, ICM

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

CONTRACT CHANGE ORDER

	DATE:	11/15/23				CHANG	E ORDER NO.	2	_
	CONTRACT FOR:	t: Van Buren Ave. Drainage Improvements						_	
	PROJECT NO.: Project No. 2023-032PW							_	
	OWNER:								_
	CONTRACTOR:			Townes Cor	ntruction Co	ompany, Inc.			_
	You are hereby reques		he following o		the contra	ct plans and s	pecifications:	ORIG.	Change Order
ITEM	DESCRIP [*]	TION	UNIT	ORIG. UNIT	ORIG.	C.O. UNIT	C. O.	Contract Price Per Item	Contract Price Per Item
8	Removal Concrete Curb &		LF	\$12.00	<u>QNTY.</u> 345	*12.00	<u>QNTY.</u> 375	\$4,140.00	\$4,500.00
17	Sawcutting	2 Guillet	LF	\$15.00	150	\$15.00	185	\$2,250.00	\$2,775.00
27	Concrete Curb & Gutter		LF	\$65.00	350	\$65.00	375	\$22,750.00	\$24,375.00
	Sanitary Sewer Service L	in a Adinatmant		\$03.00		\$2,500.00		\$0.00	
35	Sanitary Sewer Service L.	me Adjustifient	EA		0	\$2,300.00	2 TOTALS	\$29,140.00	\$5,000.00 \$36,650.00
							TOTALS	Ψ23,140.00	\$00,000.00
					NET C	CHANGE IN CON	TRACT PRICE	\$7,5	10.00
JUSTI	FIGATION FOR GLANGES.	This change order conflicts with existing the new drainage parecessary to facitlit	ng sanitary se pipe installation	ewer service li on. Additiona	nes that we lly, minor ir	ere not marked	l or located pri	ior to the project t	hat interfered with
								Φ.	272 542 00
•	ral Contract Price: ous Change Order(s) Amor	unt:					-	\$ \$	373,513.00
	amount of the Contract will		the Sum Of:				=	Dollars	\$ 7,510.00
	Contract Total Including this	-						Dollars	•
The C	Contract Period Provided fo	or Completion Will B	e (Incr	reased)	(Dec	reased)	(Unchanged	d): 7	Days.
	This document will become	me a supplement t	o the contrac	t and all prov	isions will a	pply hereto.			
	Accepted				(Owner)	(Owner)		(Date)
					, 501	,	(2		(2010)
	Recommended					(0 1 1 :			(D. (.)
						(Owner's Arch	itect/Engineer)		(Date)
	Accepted				(Contracto	r	(Contractor)		(Date)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE November 16, 2023

SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT

APPROVAL AF

Request:

I would like to request that the Mayor and City Council approve all the contracts for Tupelo Sports Council for the upcoming 2023-24 fiscal year.

Note: All contracts are attached.

CONTRACT FOR NORTHEAST MISSISSIPPI UMPIRE ASSOCIATION

THIS CONTRACT entered into this day by and between the City of Tupelo, Mississippi (hereinafter referred to as "City"), and the Northeast Mississippi Umpire Association (hereinafter referred to as ("NEMUA").

City hereby retains the services of NEMUA to provide umpires and scorekeepers for all City of Tupelo adult and youth league softball games and all City-sponsored weekend tournament games for a term commencing on October 1, 2020 and ending on September 30, 2021.

City agrees to pay NEMUA the amount of (\$25.00) per umpire for each youth and adult slow pitch game and (\$35.00) per umpire for each youth fast pitch game, and (\$15.00) per scorekeepers for each game, this includes the assignment fee, worked during the term of this contract. If an official has to work a game by him or her self, he or she will be paid a game and a half. One check made payable to NEMUA will be issued by the City on the day after each City Council meeting during the term of this contract. NEMUA agree to provide a request for payment to the City of Tupelo Budget and Accounting office by the Tuesday preceding each regularly scheduled City Council meeting during the term of this contract.

City agrees to provide NEMUA with a schedule for league games at least one (1) week prior to season opener and one (1) week prior to any City sponsored weekend tournament.

NEMUA agrees that all umpires must report for duty fifteen (15) minutes prior to game time.

As additional consideration for this contract, NEMUA agrees to abide by all City of Tupelo ordinances, policies and safety requirements. NEMUA agrees that all officials assigned to work local league games will sign a criminal background check authorization form. NEMUA further agrees to hold harmless the City of Tupelo from any claim for damages or injuries

resulting from said provision of professiona	l services. Dated this the	_ day of
, 2022.		
	CITY OF TUPELO, MISSISSIPPI	
	By:	
	Mayor Todd Jordon	

NORTHEAST MISSISSIPPI UMPIRE ASSOCIATION

President Davey Cole

FRIENDS OF THE PARK AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the FRIENDS OF THE PARK (hereinafter "FOP").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of FOP, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to FOP and FOP will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and FOP mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to FOP and FOP to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2023, and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and FOP on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. FOP will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. FOP agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by FOP.

SECTION 8. FOP may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by FOP from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, FOP agrees to provide volunteer support and, in exchange for such support, the City agrees that FOP will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by FOP will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. FOP shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. FOP will pay unto TSC an administrative fee per event. An agreement between FOP and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. FOP agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of FOP officers complete with addresses and telephone numbers.

SECTION 11. FOP shall notify City of all FOP regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, FOP may provide to the City a list of goals, projects and/or objectives for the coming year upon request. Any item purchased by FOP and for which FOP desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. FOP may provide the City with an annual projected budget at the beginning of each new contract year (October 1) upon request. FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination FOP's funds shall be returned to it by TSC and FOP\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS	WHEREOF, the parties he	ereto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		1124) 61 1 6 22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
		FRIENDS OF THE PARK
		By:

FRIENDS OF THE PARK AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THE PARK (hereinafter "FOP") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the FOP, is an organization comprised of members of FOP. FOP provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and FOP desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, FOP and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and FOP to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and FOP.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from FOP and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and FOP.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and FOP. Administrative and professional fees for these services will be shared by all City sports organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and FOP within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and FOP will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to FOP a percentage of marketing revenue associated with FOP programs. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a city representative to attend such meetings. Under TSC by-laws, FOP's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

Mar	keting	Director

\$40,000 \$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHER	EOF, the parties hereto executed this Agreement on this the
day of	2023.
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO SPORTS COUNCIL, INC.
	By:President Jim Ingram
	FRIENDS OF THE PARK
	Bv:

President

EXHIBIT A

October 1, 2023 to September 30, 2024

Tournament, Event and Activity Direction	\$35,000
General Administration	15,000
Travel	25,000
Training	7,500
Telephone	2,500

TUPELO AQUATIC GROUP AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO,
MISSISSIPPI (hereinafter "City") and the TUPELO AQUATIC GROUP (hereinafter "TAG").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the city through its Parks and Recreation Department ("TPR") operates a youth swimming program; and

WHEREAS, the TAG, is an organization comprised of parents and youth who participate in the City's swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the City of Tupelo owns Tupelo Aquatic Center and operates a youth swimming program for the citizens of Tupelo; and

WHEREAS, both parties desire to enter into a written agreement whereby the city will provide administrative assistance to TAG and TAG will provide assistance to the City through fundraising efforts which benefit the city's swimming programs and facilities.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this Agreement, the City, and TAG mutually agree as follows:

SECTION 1. The purpose of the Agreement is to define the terms for the City to provide administrative assistance to TAG and TAG to provide financial assistance to the City through its fundraising efforts for the benefit of the City's swimming programs, services and facilities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. The City shall provide supervision and administration of all City swimming activities, programs and events.

SECTION 4. A City Parks and Recreation Department Aquatics Director assigned by the Department Director shall serve as the liaison between the City and TAG on all issues relating to the City's swimming programs and activities.

SECTION 5. City will provide maintenance of Tupelo Aquatic Center.

SECTION 6. TAG will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the swim program.

SECTION 7. TAG may sponsor and schedule swim meets, practices, and clinics only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the facilities coordinator at any TAG-sponsored event.

SECTION 8. TAG will manage the registration of their aquatic programs on a yearly basis. They will be responsible for collecting applications and fee.

SECTION 9. Both parties acknowledge that TAG will pay a facilities.

SECTION 10. Revenues derived by TAG from swim meet entry fees will be used to cover expenses associated with conducting such swim meet including but not limited to: swim meet officials, fees, souvenirs, programs, security and awards. For all City-sponsored swim meets, TAG agrees to provide volunteer support and, in exchange for such support, the City agrees that TAG will retain all revenues derived from entry fees, gate receipts and vendor services.

SECTION 11. All revenues derived by TAG will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TAG shall deposit all funds into the TSC account. No deposits or changes of monies will be handled

through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. TAG will pay unto TSC an administrative fee per event. An agreement between TAG and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 12. TAG is a certified affiliate of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City that at all time during which it uses the pool it will follow reasonable practices as required by USA Swimming so as to assure the safety of all participants.

SECTION 13. TAG agrees that all TAG participants will register with the city via the Tupelo Parks and Recreation Department.

SECTION 12. TAG agrees that all Board Members, Head Coaches, Assistant Coaches, and Officials will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TAG agrees to provide City with a current constitution, by-laws, pertinent tax information; policies and procedures information and a list of TAG officers complete with addresses and phone numbers.

SECTION 14. Each October, TAG may provide to City upon request a list of goals, projects and/or objectives for the coming year. Any item purchased by TAG and for which TAG desires to give to the City for use at the City swimming facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TAG may provide City upon request an annual projected budget at the beginning of each new contract year (October 1). TAG agrees to allow TSC to provide City with a monthly financial statement.

SECTION 16. TAG and City agree to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 17. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

SECTION 18. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 19. TAG agrees to be a member of the Tupelo Sports Council (TSC) and upon request provide an annual list of goals/objectives and a projected budget for its marketing activities to the City and TSC. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

SECTION 20. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHERE	OF, the parties hereto executed this Agreement on this the
day of	2023.
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO AQUATIC GROUP
	By: President

TUPELO AQUATIC GROUP AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO AQUATIC GROUP (hereinafter "TAG") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TAG, is an organization comprised of parents and children who participate in the City's swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TAG desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TAG and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TAG to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and

disbursement of funds received from TAG and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TAG.

SECTION 5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TAG. Professional fees for the CPA services will be shared equally by all City sports organizations.

SECTION 6. TSC, with the assistance of the CPA, will provide City and TAG within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TAG may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City and TAG prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TAG's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these

Item # 24.

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice the

to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, th	e parties hereto executed this Agreement on this the	day of
	2023.	

CITY OF TUPELO, MISSISSIPPI

Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

President Jim Ingran

Item # 24.

TUPELO AQUATIC GROUP

By:			
	President		

TUPELO CITY MUSEUM ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO CITY MUSEUM ASSOCIATION (hereinafter "TCMA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of TCMA, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TCMA and TCMA will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TCMA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TCMA and TCMA to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2023, and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TCMA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TCMA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. TCMA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TCMA.

SECTION 8. TCMA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

SECTION 9. Revenues derived by TCMA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TCMA agrees to provide volunteer support and, in exchange for such support, the City agrees that TCMA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TCMA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation.

TCMA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC may provide TCMA with a monthly report of all deposits and expenditures. TCMA will pay unto TSC an administrative fee per event. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TCMA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TCMA officers complete with addresses and telephone numbers.

SECTION 12. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 13. Each October, TCMA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TCMA and for which TCMA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TCMA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TCMA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TCMA's funds shall be returned to it by TSC and TCMA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS V	WHEREOF, the parties he	ereto executed this Agreement on this the
day of	, 2024.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		CITY MUSEUM ASSOCIATION
		By: President

TUPELO CITY MUSEUM ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEME

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THE PARK (hereinafter "TCMA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TCMA, is an organization comprised of members of TCMA. TCMA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TCMA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TCMA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TCMA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TCMA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and

disbursement of funds received from TCMA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TCMA.

SECTION 5. TSC will perform the actual financial transactions and will provide all financial reports, documents, etc. to the City, TSC and TCMA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TCMA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TCMA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TCMA a percentage of marketing revenue associated with TCMA programs. All marketing proposals for TCMA must be approved by the City and TCMA prior to implementation of a marketing program.

SECTION 9. TCMA will notify TSC and City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TCMA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these

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services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice the

to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the	day of
2023.	
CITY OF TUPELO, MISSISSIPPI	

By: Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: President Jim Ingram

Item # 24.

CITY MUSEUM ASSOCIATION

By:		
President		

TUPELO DISC GOLF ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO DISC GOLF ASSOCIATION (hereinafter "TDGA").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the city through its Parks and Recreation Department ("TPR") operates a disc golf program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's Disc Golf programs, provides assistance to the city through fundraising efforts and volunteer services which benefits the Disc Golf programs; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TDGA and TDGA will provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TDGA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to TDGA and TDGA to provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Disc Golf activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TDGA on all issues relating to the City Disc Golf programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. TDGA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Disc Golf program.

SECTION 7. TDGA agrees to operate concessions stands on City Disc Golf at events.

TDGA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TDGA.

SECTION 8. TDGA may sponsor and schedule Disc Golf tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TDGA-sponsored tournament.

SECTION 9. Revenues derived by TDGA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City – sponsored tournaments, TDGA agrees to provide volunteer support and, in exchange for such support, the City agrees that TDGA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TDGA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation.

TDGA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TDGA with a monthly report of all deposits and expenditures. TDGA will pay unto TSC an administrative fee per event. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TDGA agrees that all TDGA participants will be registered with the City via the TPR.

SECTION 12. TDGA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TDGA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TDGA officers complete with addresses and telephone numbers.

SECTION 14. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 15. Each October, TDGA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TDGA and for which TDGA desires to give the City for use at the City Disc Golf facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 16. TDGA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TDGA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TDGA's funds shall be returned to it by TSC and TDGA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

agreement is entered in	nto.	
IN WITNESS	WHEREOF, the parties her	reto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		TUPELO DISC GOLF ASSOCIATION
		By:President

TUPELO DISC GOLF ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO DISC GOLF ASSOCIATION (hereinafter "TDGA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TDGA, is an organization comprised of parents and children who participate in the City's disc golf program. TDGA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Disc Golf programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TDGA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TDGA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TDGA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TDGA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TDGA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TDGA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TDGA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TDGA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TDGA a percentage of marketing revenue associated with TDGA programs. All marketing proposals for TDGA may be approved by the City and TDGA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TDGA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS	WHEREOF, the parties hereto executed this Agreement on this the
day of	2023.
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO SPORTS COUNCIL, INC.
	By: President Jim Ingram
	TUPELO DISC GOLF ASSOCIATION
	By:President

TUPELO FOURTH OF JULY CELEBRATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter "TFJCA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") offers a Fourth of July Celebration event; and

WHEREAS, the Association is an organization comprised of citizens who are members of TFJCA, provides assistance to the City through fundraising efforts and volunteer services which benefits this event; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TFJCA and TFJCA will provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TFJCA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TFJCA and TFJCA to provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TFJCA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TFJCA will assist the City by raising funds not specifically budgeted by the City f

special projects, programs, and equipment to benefit the event program.

SECTION 7. TFJCA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TFJCA.

SECTION 8. TFJCA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TFJCA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TFJCA agrees to provide volunteer support and, in exchange for such support, the City agrees that TFJCA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TFJCA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TFJCA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TFJCA with a monthly report of all deposits and expenditures. TFJCA will pay unto TSC an administrative fee per event. An agreement between TFJCA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TFJCA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TFJCA officers complete with addresses and telephone numbers.

SECTION 11. TFJCA shall notify City of all TFJCA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TFJCA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TFJCA and for which TFJCA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

Item # 24.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of ead contract year (October 1). TFJCA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TFJCA's funds shall be returned to it by TSC and TFJCA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the day of

IN WITNESS WHEREOF, the parties h	ereto executed this Agreement on this the day
, 2023.	
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION
	By:President

TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter "TFJCA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TFJCA, is an organization comprised of members of TFJCA. TFJCA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the July Celebration; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TFJCA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TFJCA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TFJCA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TFJCA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TFJCA.

SECTION 5. TSC perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TFJCA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TFJCA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TFJCA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TFJJCA a percentage of marketing revenue associated with TFJCA programs. All marketing proposals for TFJCA must be approved by the City and TFJCA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TFJCA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS	VHEREOF, the parties hereto executed this Agreement on this the
day of	2023.
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO SPORTS COUNCIL, INC.
	By: President Jim Ingram
	TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION
	By:President

TUPELO PICKLEBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO PICKLEBALL ASSOCIATION (hereinafter "TPA").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the city through its Parks and Recreation Department ("TPR") operates a Pickleball program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's Pickleball programs, provides assistance to the city through fundraising efforts and volunteer services which benefits the Pickleball programs; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TPA and TPA will provide assistance to the City through fundraising efforts which benefit the Pickleball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to TPA and TPA to provide assistance to the City through fundraising efforts which benefit the Pickleball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Pickleball activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TPA on all issues relating to the City Pickleball programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. TPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Pickleball program.

SECTION 7. TPA agrees to operate concessions stands on City Pickleball at events.

TPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TPA.

SECTION 8. TPA may sponsor and schedule Pickleball tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TPA-sponsored tournament.

SECTION 9. Revenues derived by TPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City – sponsored tournaments, TPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TPA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TPA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TPA

shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TPA with a monthly report of all deposits and expenditures. TPA will pay unto TSC an administrative fee per event. An agreement between TPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TPA agrees that all TPA participants will be registered with the City via the TPR.

SECTION 12. TPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TPA officers complete with addresses and telephone numbers.

SECTION 14. TPA shall notify City of all TPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 15. Each October, TPA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TPA and for which TPA desires to give the City for use at the City Pickleball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 16. TPA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TPA's funds shall be returned to it by TSC and TPA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

is entered into.		
IN WITNESS WHERE	OF, the parties he	ereto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By:
		Mayor Todd Jordan
		TUPELO PICKLEBALL ASSOCIATION
		By:
		President

TUPELO PICKLEBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO PICKLEBALL ASSOCIATION (hereinafter "TPA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TPA, is an organization comprised of parents and children who participate in the City's Pickleball program. TPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Pickleball programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TPA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TPA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TPA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TPA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TPA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TPA a percentage of marketing revenue associated with TPA programs. All marketing proposals for TPA may be approved by the City and TPA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TPA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2022 to September 30, 2023

	WHEREOF, the parties hereto executed this Agreement	on and the
y of	2023.	
	CITY OF TUPELO, MISSIS	SIPPI
	By: Mayor Todd Jordan	
	1120/01 1000 0010001	
	TUPELO SPORTS COUNCI	L, INC.
	D	
	By: President Jim Ingram	
	TUPELO PICKLEBALL AS	SOCIATION
	By:	
	President	

TUPELO SOFTBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO SOFTBALL ASSOCIATION (hereinafter "TSA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a youth softball program; and

WHEREAS, TSA, an organization comprised of parents of children who participate in the City's youth softball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth softball program; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TSA and TSA will provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSA and TSA to provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth softball activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TSA on all issues relating to the City softball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth softball program.

SECTION 6. TSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TSA agrees to obtain team sponsors for City youth softball teams.

SECTION 9. TSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the softball program.

SECTION 10. TSA agrees to operate concessions stand on City playing field at games during the designated youth softball season and for any City-approved tournament games. TSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TSA.

SECTION 11. TSA may sponsor and schedule youth softball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPRD. The parties agree that all tournaments will have a tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TSA with a monthly report of all deposits and expenditures. TSA will pay unto TSC an administrative fee per event. An agreement between TSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TSA agrees that all TSA participants will be registered with the City via the TPR.

SECTION 14. TSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSA officers complete with addresses and telephone numbers.

SECTION 16. TSA shall notify City of all TSA regular meetings and a City representative may attend such meetings.

SECTION 17. Each October, TSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSA and for which TSA desires to give

the City for use at the City softball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSA's funds shall be returned to it by TSC and TSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS	WHEREOF, the parties he	ereto executed this Agreement on this the
day of	, 2022.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		TUPELO SOFTBALL ASSOCIATION
		By: President David Webb

TUPELO SOFTBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SOFTBALL ASSOCIATION (hereinafter "TSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSA, is an organization comprised of parents and children who participate in the City's softball program. TSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth softball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay unto TSA a percentage of marketing revenue associated with TSA programs. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget

Quarterly Fee

Tournament

\$35,000

\$600 per tournament

Events	\$5,000	\$150 per event	
General Administration	\$20,000	\$5,000 per quarter	
Travel	\$25,000	Actual Cost	
Training	\$7,500	Actual Cost	
Telephone	\$2,500	Actual Cost	
Marketing Director	\$40,000	\$10,000	
October 1, 2022 to September 30, 20	23		
IN WITNESS WHEREOF, the parties day of			
	CITY OF TUP	ELO, MISSISSIPPI	
	By: Mayor Tod	d Jordan	
	TUPELO SPOR	RTS COUNCIL, INC.	
	By: President Ji	m Ingram	
	TUPELO SOFT	TBALL ASSOCIATION	
	By:President D	avid Webb	

TUPELO SKATE PARK ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a skate park program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's skatepark programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Skate park programs; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TSPA and TSPA will provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSPA and TSPA to provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City skatepark activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TSPA on all issues relating to the City skatepark programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TSPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the skatepark program.

SECTION 7. TSPA agrees to operate concessions stands on City Skate Park at events.

TSPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TSPA.

SECTION 8. TSPA may sponsor and schedule skatepark tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TSPA-sponsored tournament.

Revenues derived by TSPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TSPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSPA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 9. All revenues derived by TSPA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501(c) (3) not-for-profit corporation.

TSPA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TSPA with a monthly report of all deposits and expenditures. TSPA will pay unto TSC an administrative fee per event. An agreement between TSPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TSPA agrees that all TSPA participants will be registered with the City via the TPR.

SECTION 11. TSPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TSPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSPA officers complete with addresses and telephone numbers.

SECTION 13. TSPA shall notify City of all TSPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TSPA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSPA and for which TSPA desires to give the City for use at the City skatepark facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TSPA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TSPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

IN WITNESS	WHEREOF, the parties her	reto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		TUPELO SKATE PARK ASSOCIATION
		By:President

TUPELO SKATE PARK ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSPA, is an organization comprised of parents and children who participate in the City's skate program. TSPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth skate park programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSPA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSPA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSPA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSPA. Administrative and professional fees for the services will be shared by all City sports organizations.

SECTION 6. TSC, will provide City and TSPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TSPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TSPA a percentage of marketing revenue associated with TSPA programs. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSPA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNE	S WHEREOF, the parties hereto executed this Agreement on this the
day of	2023.
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO SPORTS COUNCIL, INC.
	By:President Jim Ingram
	TUPELO SKATE PARK ASSOCIATION
	By: President

TUPELO TENNIS ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO TENNIS ASSOCIATION (hereinafter "TTA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a tennis program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's tennis programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the tennis programs; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TTA and TTA will provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTA and TTA to provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision of all City tennis functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TTA on all issues relating to the City tennis programs and activities.

SECTION 5. The City will provide for and pay maintenance of all municipal facilities and tennis courts utilized for the tennis program.

SECTION 6. TTA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the tennis program.

SECTION 7. All revenues derived by TTA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation.

TTA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTA with a monthly report of all deposits and expenditures. TTA will pay unto TSC an administrative fee per event. An agreement between TTA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 8. TTA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 9. TTA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTA officers complete with addresses and telephone numbers.

SECTION 10. TTA shall notify City of all TTA regular meetings and a City representative may attend such meetings.

SECTION 11. Each October, TTA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTA and for which TTA desires to give the City for use at the City tennis facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 12. TTA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination, TTA's funds shall be returned to TSC and TTA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS	WHEREOF, the parties hereto executed this Agreement on this the
y of	, 2023.
	CITY OF TUPELO, MISSISSIPPI
	By: Mayor Todd Jordan
	TUPELO TENNIS ASSOCIATION
	By:

TUPELO TENNIS ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO TENNIS ASSOCIATION (hereinafter "TTA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTA, is an organization comprised of parents and children who participate in the City's tennis program. TTA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth tennis programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTA desire to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants in this agreement, the City, TTA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and

disbursement of funds received from TTA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TTA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TTA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTA a percentage of marketing revenue associated with FOP programs. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these

Item # 24.

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice the

to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the part	ties hereto executed this Agreement on this the	day of
2023	3.	
	CITY OF TUPELO, MISSISSIPPI	
	By: Mayor Todd Jordan	
	TUPELO SPORTS COUNCIL, INC.	
	By: President Jim Ingram	

Item # 24.

TUPELO TENNIS ASSOCIATION

Ву:			
•	President		

TUPELO THERAPEUTIC RECREATION ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO THERAPEUTIC RECREATION ASSOCIATION (hereinafter "TTRA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization which promotes and provides assistance in therapeutic recreation programs and activities carried out by City's Department of Parks and Recreation; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TTRA and TTRA will provide assistance in therapeutic recreation programs, activities and Department special events which benefit special populations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTRA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTRA and TTRA to provide assistance in therapeutic recreation programs, activities and Department special events for the City.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City-sponsored therapeutic activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TTRA on all issues relating to the recreation programs, activities and Department special events.

SECTION 5. The City will provide maintenance of all municipal facilities utilized for the therapeutic recreation programs and activities.

SECTION 6. TTRA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the therapeutic recreation programs and activities.

SECTION 7. TTRA will be allowed to collect registration fees for therapeutic recreation programs, rental of the Bel Air Center and Department special events. The fees will be used for the direct cost associated with the programs. All revenues derived from Association's sponsorship and fundraising activities are retained by Association.

SECTION 8. All revenues derived by TTRA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TTRA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTRA with a monthly report of all deposits and expenditures. TTRA will pay unto TSC an administrative fee per event. An agreement between TTRA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 9. TTRA agrees that all TTRA participants will be registered with the City via the TPR.

SECTION 10. TTRA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 11. TTRA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTRA officers complete with addresses and telephone numbers.

SECTION 12. TTRA shall notify City of all TTRA regular meetings and a City representative will attend such meetings.

SECTION 13. Each October, TTRA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTRA and for which TTRA desires to give the City for use at the City facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TTRA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTRA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TTRA's funds shall be returned to it by TSC and TTRA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNE	SS WHEREOF, the parties her	reto executed this Agreement on this the	_ day
of	, 2023.		
		CITY OF TUPELO, MISSISSIPPI	
		By: Mayor Todd Jordan	_
		TUPELO THERAPEUTIC RECREATION ASSOCIATION	
		B _V ·	

President

TUPELO THERAPUETIC RECREATION ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter "TTRA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City's therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTRA. Administrative and professional fees for the CPA services will be shared by all City sports and recreation organizations.

SECTION 6. TSC will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TTRA may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTRA a percentage of marketing revenue associated with TTRA programs. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget

\$35,000

\$600 per tournament

Quarterly Fee

Tournament

Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000
October 1, 2023 to September 30, 2024	1	
IN WITNESS WHEREOF, the parties he day of 2023.	ereto executed thi	s Agreement on this the
	CITY OF TUPE	ELO, MISSISSIPPI
	By:Mayor Todd	Jordan
	TUPELO SPOF	RTS COUNCIL, INC.
	By:President Ji	m Ingram
	TUPELO THERA	APUETIC RECREATION ASSOCIATION
	By: President	

TUPELO YOUTH BASEBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter "TYBA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a youth baseball program; and

WHEREAS, the TYBA, an organization comprised of parents of children who participate in the City's youth baseball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth baseball program; and

WHEREAS, both parties desire to enter into a written agreement whereby the City will provide administrative assistance to TYBA and TYBA will provide assistance to the City through fundraising efforts which benefit the youth baseball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYBA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYBA and TYBA to provide assistance to the City through fundraising efforts, which benefit the youth baseball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City will provide supervision and administration of all City youth baseball activities and functions.

SECTION 4. A City TPR Sports Director assigned by the Department Director will serve as the liaison between the City and TYBA on all issues relating to the City youth baseball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth baseball program.

SECTION 6. TYBA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYBA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYBA agrees to assist Sports Director to obtain team sponsors for City youth baseball teams.

SECTION 9. TYBA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the baseball program.

SECTION 10. TYBA agrees to operate concessions stand on City playing field at games during the designated youth baseball season and for any City-approved youth tournament games.

TYBA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYBA.

SECTION 11. TYBA may sponsor and schedule youth baseball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by Tupelo Parks and Recreation.

Revenues derived by TYBA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City approved tournaments, TYBA

agrees to provide volunteer support and, in exchange for such support, the City agrees that TYBA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TYBA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501(c) (3) not-for-profit corporation. TYBA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYBA with a monthly report of all deposits and expenditures. TYBA will pay unto TSC an administrative fee per event. An agreement between TYBA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYBA agrees that all TYBA participants will be registered with the City via the TPR.

SECTION 14. TYBA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYBA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYBA officers complete with addresses and telephone numbers.

SECTION 16. TYBA shall notify City of all TYBA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYBA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYBA and for which TYBA desires to give the City for use at the City baseball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYBA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TYBA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TYBA's funds shall be returned to it by TSC and TYBA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS	WHEREOF, the parties he	ereto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		TUPELO YOUTH BASEBALL ASSOCIATION
		By: President

TUPELO YOUTH BASEBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter "TYBA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City's baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TYBA. Administrative and professional fees for these services will be shared by all City organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TYBA a percentage of marketing revenue associated with TYBA programs. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost

Telep	phone		\$2,500	Actual Cost
Mark	ceting Director		\$40,000	\$10,000
Octo	ber 1, 2023 to Septemb	oer 30, 2024		
IN W	/ITNESS WHEREOF, th	he parties heret	o executed th	nis Agreement on this the
day of		_ 2023.		
		C	ITY OF TUP	ELO, MISSISSIPPI
		В	y: Mayor Tod	d Jordan
		T	UPELO SPO	RTS COUNCIL, INC.
		В	y: President J	Tim Ingram
		T	UPELO YOU	JTH BASEBALL ASSOCIATION
		В	y: President	

TUPELO YOUTH SOCCER ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a youth soccer program; and

WHEREAS, the TYSA, an organization comprised of parents of children who participate in the City's youth soccer program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth soccer program; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TYSA and TYSA will provide assistance to the City through fundraising efforts which benefit the youth soccer programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYSA and TYSA to provide assistance to the City through fundraising efforts, which benefit the youth soccer programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth soccer activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TYSA on all issues relating to the City soccer programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth soccer program.

SECTION 6. TYSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYSA agrees to obtain team sponsors for City youth soccer teams.

SECTION 9. TYSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the soccer program.

SECTION 10. TYSA agrees to operate concessions stand on City playing field at games during the designated youth soccer season and for any City-approved tournament games. TYSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYSA.

SECTION 11. TYSA agrees to provide a Director of Coaching for all soccer programs. The City agrees to pay TYSA a fee not in excess of \$10.00 per registered soccer player per season as compensation for the Director of Coaching.

SECTION 11. TYSA may sponsor and schedule youth soccer tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director.

Revenues derived by TYSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TYSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYSA will retain all revenues derived from tournament, gate receipts and vendor services.

SECTION 12. All revenues derived by TYSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TYSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYSA with a monthly report of all deposits and expenditures. TYSA will pay unto TSC an administrative fee per event. An agreement between TYSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYSA agrees that all TYSA participants will be registered with the City via the TPR.

SECTION 14. TYSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYSA officers complete with addresses and telephone numbers.

SECTION 16. TYSA shall notify City of all TYSA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYSA and for which TYSA desires to give

the City for use at the City soccer facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYSA's funds shall be returned to it by TSC and TYSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS	WHEREOF, the parties he	ereto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		TUPELO YOUTH SOCCER ASSOCATION
		By: President

TUPELO YOUTH SOCCER ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYSA, is an organization comprised of parents and children who participate in the City's soccer program. TYSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth soccer programs; and

WHEREAS, TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYSA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYSA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYSA.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYSA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TYSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TYSA, which will promote the activities, services and events of the TYSA as well as other associations and the City's recreational program in general.

SECTION 8. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 12 below.

SECTION 9. City and TYSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TYSA must be approved by the City and TYSA prior to implementation of a marketing program.

SECTION 10. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYSA's current President will be member of TSC's board of directors.

SECTION 11. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 12. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event

Genera	al Administration	\$20,000	\$5,000 per quarter
Travel		\$25,000	Actual Cost
Trainir	ıg	\$7,500	Actual Cost
Teleph	one	\$2,500	Actual Cost
Market	ting Director	\$40,000	\$10,000
Octobe	er 1, 2023 to September 30, 2024		
	TNESS WHEREOF, the parties he		S Agreement on this the
		By: Mayor Todd	Jordan
		TUPELO SPOR	TS COUNCIL, INC.
		By:President Jin	m Ingram
		TUPELO YOUT	TH SOCCER ASSOCIATION
		By:President	

VETERANS COUNCIL AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the VETERANS COUNCIL (hereinafter "VC").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of VC, provides assistance to the city through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to VC and VC will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and VC mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to VC and VC to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2023, and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and VC on all issues relating to the event programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. VC will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. VC agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by VC.

SECTION 8. VC may sponsor events only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities coordinator.

Revenues derived by VC from any events will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, VC agrees to provide volunteer support and, in exchange for such support, the City agrees that VC will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by VC will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. VC shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide VC with a monthly report of all deposits and expenditures. VC will pay unto TSC an administrative fee per event. An agreement between VC and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. VC agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of VC officers complete with addresses and telephone numbers.

SECTION 11. VC shall notify City of all VC regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, VC will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by VC and for which VC desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. VC will provide City with an annual projected budget at the beginning of each new contract year (October 1). VC agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination VC's funds shall be returned to it by TSC and VC\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

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IN WITNESS	WHEREOF, the parties he	ereto executed this Agreement on this the
day of	, 2023.	
		CITY OF TUPELO, MISSISSIPPI
		By: Mayor Todd Jordan
		VETERANS COUNCIL
		Dyn
		By: President

VETERANS COUNCIL AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), VETERANS COUNCIL (hereinafter "VC") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the VC, is an organization comprised of members of VC. VC provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and VC desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, VC and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and VC to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and VC.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from VC and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and VC.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and VC. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and VC within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and VC will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to VC a percentage of marketing revenue associated with VC programs. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, VC's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost

Telephone	\$2,500	Actual Cost			
Marketing Director	\$40,000	\$10,000			
October 1, 2023 to September 30, 2024	Į.				
IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the					
day of	2023.				
CITY OF TUPELO, MISSISSIPPI					
Bv:					
By: Mayor Todd Jordan					
	TUPELO SPORTS COUNCIL, INC.				
	By: President Ji	m Ingram			
	VETERANS COUNCIL				
	By:				
	President				



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE November 13, 2023

SUBJECT: IN THE MATTER OF CVB BOARD MINS. NOVEMBER 7, 2023 SC

Request:

Review November Board Mins.



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

The Tupelo Convention & Visitors Bureau met Tuesday, November 7, at 2:00 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Stephanie Browning, Emily Elliott, Steven Blaylock, and Dimple Patel. Tupelo CVB staff members present were Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell. Kim Hanna and Nettie Davis attended the meeting representing the City of Tupelo.

Stephanie Coomer called the meeting to order at 2:02 p.m.

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

Stephanie Browning moved that the minutes from October 3, 2023 be approved as presented. Emily Elliott seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.

Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

Stephanie Browning made a motion that the board move into executive session to discuss a personnel matter. Dimple Patel seconded the motion. All voting aye, the motion carried.

Steven Blaylock moved that the board end executive session. Stephanie Browning seconded the motion. All voting aye, the motion carried. There was no action taken during the executive session.

The meeting adjourned at 2:45 p.m.

Submitted by:

Emily Eliott, Secretary

Stephanie Coomer, Chairman



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE November 15, 2023

SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT

Request:

I respectfully request your approval to surplus the following items:

DescriptionSerial #Tag IDMecca Time ClockMJR-70001168

Canon Fax Machine 498D-F193003 187/16776 32" Television 01356

1500 W MH Philips Sports Lighting Luminaires (Qty: 39)

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE November 15, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID NO. 2023-050WL (SOURCES OF

SUPPLY - 12 MONTH BID) **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 21, 2023:

Bid No. 2023-050WL – Sources of Supply (12 Month Bid) for Minor Water/Sewer Construction/Rehab as indicated on the attached bid tabulation.

Minute Entry Sign Up Sheet

Date:

Time:

11/14/2023

10:00

Bid# 2023-050WL Department: WL TW&L Source of Supply (12 Month Bid) Project: Attandance Company

TUPELO WATER & LIGHT DEPARTMENT BID TABULATION

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

Vendors

_				
			Paul Smithey Construction	M&M UG Video
Materials				
Section 1: Part 1: I	PVC Sewer Pipe Installation		D' I D '	
D: .	F . O.	Τ .1	Bid Price per	
<u>Diameter</u>	Est. Qty.	<u>Length</u>	<u>Linear Ft</u>	N. D'I
4"	0' - 6' cut	0' - 300'	\$19.80	No Bid
4"	0' - 6' cut	301' - 700'	\$19.20	No Bid
4"	0' - 6' cut	701' +	\$18.70	No Bid
4"	6' - 10' cut	0' - 300'	\$22.10	No Bid
4"	6' - 10' cut	301' - 700'	\$21.60	No Bid
4"	6' - 10' cut	701' +	\$21.00	No Bid
4"	10' - 16' cut	0' - 300'	\$35.60	No Bid
4"	10' - 16' cut	301' - 700'	\$35.10	No Bid
4"	10' - 16' cut	701' +	\$34.60	No Bid
4"	Ductile Iron Pipe Add-On	Lump Sum	\$2.10	No Bid
6"	0' - 6' cut	0' - 300'	\$24.40	No Bid
6"	0' - 6' cut	301' - 700'	\$23.85	No Bid
6"	0' - 6' cut	701' +	\$23.40	No Bid
6"	6' - 10' cut	0' - 300'	\$26.65	No Bid
6"	6' - 10' cut	301' - 700'	\$26.10	No Bid
6"	6' - 10' cut	701' +	\$25.60	No Bid
6"	10' - 16' cut	0' - 300'	\$40.20	No Bid
6"	10' - 16' cut	301' - 700'	\$39.60	No Bid
6"	10' - 16' cut	701' +	\$39.10	No Bid
6"	Ductile Iron Pipe Add-On	Lump Sum	\$2.40	No Bid
8"	0' - 6' cut	0' - 300'	\$40.60	No Bid
8"	0' - 6' cut	301' - 700'	\$40.00	No Bid
8"	0' - 6' cut	701' +	\$39.60	No Bid
8"	6' - 10' cut	0' - 300'	\$49.90	No Bid
8"	6' - 10' cut	301' - 700'	\$43.35	No Bid
8"	6' - 10' cut	701' +	\$48.75	No Bid
8"	10' - 16' cut	0' - 300'	\$63.45	No Bid
8"	10' - 16' cut	301' - 700'	\$63.00	No Bid
8"	10' - 16' cut	701' +	\$62.50	No Bid
8"	Ductile Iron Pipe Add-On	Lump Sum	\$2.75	No Bid
U	Ducine non ripe Add-On	Lump Sum	ΨΔ.13	TIO DIG

TUPELO WATER & LIGHT DEPARTMENT BID TABULATION BID NO. 2022 070WH GOLDGES OF SUPPLY

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

Materials			Paul Smithey Construction	M&M UG Video
Section 1: Part 1: PV	VC Sewer Pipe Installation	(cont'd)		
	•	·	Bid Price per	
<u>Diameter</u>	Est. Qty.	<u>Length</u>	Linear Ft	
10"	0' - 6' cut	0' - 300'	\$43.15	No Bid
10"	0' - 6' cut	301' - 700'	\$42.60	No Bid
10"	0' - 6' cut	701' +	\$42.00	No Bid
10"	6' - 10' cut	0' - 300'	\$52.15	No Bid
10"	6' - 10' cut	301' - 700'	\$51.55	No Bid
10"	6' - 10' cut	701' +	\$51.00	No Bid
10"	10' - 16' cut	0' - 300'	\$65.70	No Bid
10"	10' - 16' cut	301' - 700'	\$65.20	No Bid
10"	10' - 16' cut	701' +	\$64.80	No Bid
10"	Ductile Iron Pipe Add-On	Lump Sum	\$3.35	No Bid
12"	0' - 6' cut	0' - 300'	\$45.40	No Bid
12"	0' - 6' cut	301' - 700'	\$44.85	No Bid
12"	0' - 6' cut	701' +	\$44.25	No Bid
12"	6' - 10' cut	0' - 300'	\$54.45	No Bid
12"	6' - 10' cut	301' - 700'	\$53.95	No Bid
12"	6' - 10' cut	701' +	\$53.40	No Bid
12"	10' - 16' cut	0' - 300'	\$68.00	No Bid
12"	10' - 16' cut	301' - 700'	\$67.50	No Bid
12"	10' - 16' cut	701' +	\$67.00	No Bid
12"	Ductile Iron Pipe Add-On	Lump Sum	\$3.80	No Bid
Section 1: Part 2: M	iscellaneous Sewer Services			
Work Description		Bid Unit	Bid Price/Unit	
Manhole Installation	n			
Standard Installation		Bid/Vertical Ft.	\$274.10	No Bid
Installation Over Exis	sting Line	Bid/Vertical Ft.	\$328.90	No Bid
Tieing into Existing N	Manhole	Lump Sum	\$1,020.60	No Bid
Tieing into Existing S	Sewer Line	Lump Sum	\$567.00	No Bid
4" Sewer Tap		Lump Sum	\$792.00	No Bid
6" Sewer Tap		Lump Sum	\$1,020.60	No Bid
Install New Manhole	Ring & Cover	Lump Sum	\$340.20	No Bid
Installation of Misc. S	Sewer Fittings	- 217 -)ur	\$175.00	No Bid

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

V	' ε	'n	d	O	rs

	Paul Smithey Construction	M&M UG Video
vices (cont'd)		
Lump Sum	\$79.50	No Bid
Lump Sum	\$340.20	No Bid
Lump Sum	\$340.20	No Bid
Lump Sum	\$567.00	No Bid
-	\$792.00	No Bid
Lump Sum	\$963.00	No Bid
per LF	\$54.00	No Bid
1		No Bid
per LF	\$94.50	No Bid
ECTION 1	\$9,763.65	
Bid Unit	Bid Price/Unit	Bid Price/Unit
Lump Sum	No Bid	\$675.00
	1 to Dia	\$075.00
per LF	No Bid	\$2.00
		· ·
per LF	No Bid	\$2.00
per LF per LF	No Bid No Bid	\$2.00 \$2.50
per LF per LF per LF	No Bid No Bid No Bid	\$2.00 \$2.50 \$3.00
per LF per LF per LF	No Bid No Bid No Bid	\$2.00 \$2.50 \$3.00
per LF per LF per LF Lump Sum	No Bid No Bid No Bid No Bid	\$2.00 \$2.50 \$3.00 \$300.00
per LF per LF per LF Lump Sum per LF	No Bid No Bid No Bid No Bid	\$2.00 \$2.50 \$3.00 \$300.00
per LF per LF per LF Lump Sum per LF per LF	No Bid No Bid No Bid No Bid No Bid	\$2.00 \$2.50 \$3.00 \$300.00 \$2.00 \$2.50
	Lump Sum	Construction Construction Construction

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

	<i>'</i>			
Materials			Paul Smithey Construction	M&M UG Video
Section 2: Sewer Insp	ections and Cleaning	(cont'd)		
Root Removal in Sew	ers			
8" Sewer Lines		per LF	No Bid	\$2.00
10" Sewer Lines		per LF	No Bid	\$2.50
12" Sewer Lines		per LF	No Bid	\$3.00
12 Sewer Emes		per Er	110 210	Ψ2.00
Smoke Testing Sewer	Lines			
8" - 15" Sewer Lines		per LF	No Bid	\$1.50
18" - 36" Sewer Lines		per LF	No Bid	\$2.00
	TOTAL S	SECTION 2	No Bid	\$1,229.00
Section 3: Sewer Line	Open-Cut Point Rep	<u>airs</u>		
<u>Diameter</u>	Est. Depth	Length of Repair	Bid Price per LF	
8"	0' - 10' cut	0 - 10'	\$2,898.00	No Bid
8"	10' - 14' cut	0 - 10'	\$2,898.00	No Bid
8"	14' - 18' cut	0 - 10'	\$2,898.00	No Bid
8"	0' - 10' cut	10' - 20'	\$3,472.50	No Bid
8"	10' - 14' cut	10' - 20'	\$3,472.50	No Bid
8"	14' - 18' cut	10' - 20'	\$3,472.50	No Bid
10"	0' - 10' cut	0 - 10'	\$2,898.00	No Bid
10"	10' - 14' cut	0 - 10'	\$2,898.00	No Bid
10"	10 - 14 cut 14' - 18' cut	0 - 10'	\$2,898.00	No Bid
10"	0' - 10' cut	10' - 20'	\$3,472.50	No Bid
10"	10' - 14' cut	10' - 20'	\$3,472.50	No Bid
10"	14' - 18' cut	10' - 20'	\$3,472.50	No Bid
- 3	- · · · · · · · · · · · · · · · · · · ·	- 	, , , , , 2.0 0	2 - 2 - 2
12"	0' - 10' cut	0 - 10'	\$2,898.00	No Bid
12"	10' - 14' cut	0 - 10'	\$2,898.00	No Bid
12"	14' - 18' cut	0 - 10'	\$2,898.00	No Bid
12"	0' - 10' cut	10' - 20'	\$3,472.50	No Bid
12"	10' - 14' cut	10' - 20'	\$3,472.50	No Bid
12"	14' - 18' cut	- 219 - 10'	\$3,472.50	No Bid

TUPELO WATER & LIGHT DEPARTMENT BID TABULATION BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

	,			
Materials			Paul Smithey Construction	M&M UG Video
Materials				
otion 2. Corror I inc	Oper-Cut Point Repair	ra (aantid)		
cuon 5: Sewer Line	: Oper-Cut Follit Kepali	s (cont u)		
<u>Diameter</u>	Est. Depth		Bid Price per LF	
15"	0' - 10' cut	0 - 10'	\$3,129.00	No Bid
15"	10' - 14' cut	0 - 10'	\$3,129.00	No Bid
15"	14' - 18' cut	0 - 10'	\$3,129.00	No Bid
15"	0' - 10' cut	10' - 20'	\$3,697.50	No Bid
15"	10' - 14' cut	10' - 20'	\$3,697.50	No Bid
15"	14' - 18' cut	10' - 20'	\$3,697.50	No Bid
13	11 10 000	10 20	ψ3,071.30	1 (o Bia
18"	0' - 10' cut	0 - 10'	\$3,129.00	No Bid
18"	10' - 14' cut	0 - 10'	\$3,129.00	No Bid
18"	14' - 18' cut	0 - 10'	\$3,129.00	No Bid
18"	0' - 10' cut	10' - 20'	\$3,697.50	No Bid
18"	10' - 14' cut	10' - 20'	\$3,697.50	No Bid
18"	14' - 18' cut	10' - 20'	\$3,697.50	No Bid
10	11 10 000	10 20	φε,σε ποσ	1 (0 210
21"	0' - 10' cut	0 - 10'	\$3,582.00	No Bid
21"	10' - 14' cut	0 - 10'	\$3,582.00	No Bid
21"	14' - 18' cut	0 - 10'	\$3,582.00	No Bid
21"	0' - 10' cut	10' - 20'	\$4,491.00	No Bid
21"	10' - 14' cut	10' - 20'	\$4,491.00	No Bid
21"	14' - 18' cut	10' - 20'	\$4,491.00	No Bid
			, , , , , , , ,	
24"	0' - 10' cut	0 - 10'	\$3,582.00	No Bid
24"	10' - 14' cut	0 - 10'	\$3,582.00	No Bid
24"	14' - 18' cut	0 - 10'	\$3,582.00	No Bid
24"	0' - 10' cut	10' - 20'	\$4,491.00	No Bid
24"	10' - 14' cut	10' - 20'	\$4,491.00	No Bid
24"	14' - 18' cut	10' - 20'	\$4,491.00	No Bid
		-		

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

NO VENIDER 14	, 2023	ı	Vendors	
Materials			Paul Smithey Construction	M&M UG Video
Section 3: Sewer Line	Oper-Cut Point Rep	airs (cont'd)		
<u>Diameter</u>	Est. Depth	Length of Repair	Bid Price per LF	
27"	0' - 10' cut	0 - 10'	\$3,808.50	No Bid
27"	10' - 14' cut	0 - 10'	\$3,808.50	No Bid
27"	14' - 18' cut	0 - 10'	\$3,808.50	No Bid
27"	0' - 10' cut	10' - 20'	\$4,716.00	No Bid
27"	10' - 14' cut	10' - 20'	\$4,716.00	No Bid
27"	14' - 18' cut	10' - 20'	\$4,716.00	No Bid
	TOTAL S	SECTION 3	\$172,305.00	
Section 4: Part 1: Wat	er Pipe Installation			
Work Description		Bid Unit	Bid Price/Unit	
3/4" Copper Service Lin	ne	per LF	\$6.76	No Bid
1" Copper Service Line		per LF	\$6.76	No Bid
1 1/2" Copper Service I	Line	per LF	\$6.76	No Bid
2" Copper Service Line		per LF	\$6.76	No Bid
2" PVC Water Line		per LF	\$6.76	No Bid
4" PVC Water Line		per LF	\$7.96	No Bid
6" DIP Water Line		per LF	\$14.20	No Bid
8" DIP Water Line		per LF	\$16.50	No Bid
10" DIP Water Line		per LF	\$18.76	No Bid
Installation of Misc. MJ	Fittings	per Hour	\$170.25	No Bid
Section 4: Part 2: Miscellaneous Water Services				
Work Description		Bid Unit	Bid Price/Unit	
New Fire Hydrant Installation w/Valve Lump Sum			\$1,360.50	No Bid
6"x4" Water Tap w/valve and box Lump Sum		\$1,134.00	No Bid	
8"x4" Water Tap w/valve and box Lump Sum		\$1,134.00	No Bid	
6"x6" Water Tap w/valve and box Lump Sum			\$1,134.00	No Bid
8"x6" Water Tap w/valv		Lump Sum	\$1,134.00	No Bid
10"x6" Water Tap w/va	lve and box	- 221 - Jum	\$1,252.50	No Bid

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

V	enc	dors
v	CIIC	aors

Materials		Paul Smithey Construction	M&M UG Video
Materiais			
Section 4: Part 2: Miscellaneous Water Se	ervices (cont'd)		
Work Description	Bid Unit	Bid Price/Unit	
12"x6" Water Tap w/valve and box	Lump Sum	\$1,252.50	No Bid
8"x8" Water Tap w/valve and box	Lump Sum	\$1,360.50	No Bid
10"x8" Water Tap w/valve and box	Lump Sum	\$1,474.50	No Bid
12"x8" Water Tap w/valve and box	Lump Sum	\$1,474.50	No Bid
10"x10" Water Tap w/valve and box	Lump Sum	\$1,701.00	No Bid
12"x10" Water Tap w/valve and box	Lump Sum	\$1,815.00	No Bid
12"x12" Water Tap w/valve and box	Lump Sum	\$2,268.00	No Bid
Section 4: Part 3: Water Service Connect			
Work Description	Bid Unit	Bid Price/Unit	
3/4" Water Tap w/meter and box	Lump Sum	\$795.00	No Bid
1" Water Tap w/meter and box	Lump Sum	\$795.00	No Bid
1 1/2" Water Tap w/meter and box	Lump Sum	\$907.50	No Bid
2" Water Tap w/meter and box	Lump Sum	\$907.50	No Bid
Tie into Existing Water Service Line	Lump Sum	\$170.50	No Bid
Section 4: Part 4: Water and Pipe Bores			
Work Description	Bid Unit	Bid Price/Unit	
3/4" to 1 1/2" Pipe	per LF	\$34.25	No Bid
2" to 6" Pipe	per LF	\$44.50	No Bid
8" to 10" Pipe	per LF	\$56.70	No Bid
12" to 16" Pipe	per LF	\$86.10	No Bid
TOTAL	\$22,553.52		

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

·			
Materials		Paul Smithey Construction	M&M UG Video
Waterials			
Section 5: Miscellaneous Work			
Work Description	Bid Unit	Bid Price/Unit	
Dump Truck and Operator (12 cyl)	per Hour	\$110.00	No Bid
Dump Truck and Operator (20 cyl)	per Hour	\$132.00	No Bid
Trackhoe and Operator	per Hour	\$190.00	No Bid
Backhoe and Operator	per Hour	\$130.00	No Bid
D5 Dozer (or equal) and Operator	per Hour	\$145.00	No Bid
General Labor	per Hour	\$57.00	No Bid
Service Truck	per Hour	\$105.00	No Bid
Asphalt Cutting and Removing	per Foot	\$11.00	No Bid
Concrete Cutting and Removing	per Foot	\$11.00	No Bid
Haul off Dig-Out	per Hour	\$525.00	No Bid
Haul Dirt (20 yds)	per Hour	\$185.00	No Bid
Haul Dirt (14 yds)	per Hour	\$135.00	No Bid
Fertilizing Seeding & Mulching	Square Yard	\$2.00	No Bid
TOTAL SI	\$1,738.00		
Section 6: Fire Hydrant Repairs			
Work Description	Bid Unit	Bid Price/Unit	
Replace Existing Fire Hydrant	Lump Sum	\$1,590.00	No Bid
Replace Existing Fire Hydrant and Valve	Lump Sum	\$2,042.70	No Bid
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$682.50	No Bid
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$682.50	No Bid
TOTAL SI	\$4,997.70		

BID NO. 2023-050WL - SOURCES OF SUPPLY

NOVEMBER 14, 2023

Materials		Paul Smithey Construction	M&M UG Video
Section 7: Internal Cured-In-Place	ee Point Repair		
Work Description	Bid Unit	Bid Price/Unit	
6" x 3' Long	Each	\$3,204.00	No Bid
Additional LF - 6"	per LF	\$150.00	No Bid
8" x 3' Long	Each	\$3,582.00	No Bid
Additional LF - 8"	per LF	\$159.00	No Bid
10" x 3' Long	Each	\$3,960.00	No Bid
Additional LF - 10"	per LF	\$159.00	No Bid
12" x 3' Long	Each	\$4,338.00	No Bid
Additional LF - 12"	per LF	\$174.00	No Bid
	TOTAL SECTION 7	\$15,726.00	

Paul Smithey Construction Company, Inc. PO Box 357 Belden, MS 38826

Certificate of Responsibility Number 04370-MC

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

Bid For: Source of Supply - 12 Month Supply Bid Minor Water/Sewer Construction/Rehab Bid # 2023-050WL

SECTION 1: Part 1: PVC Sewer Pipe Installation

Diameter	Est. Quantity	Length	Bid Price per LF
4"	0' - 6' cut	0' - 300'	\$ 19.80
4"	0' - 6' cut	301' - 700'	\$ <u>19.20</u>
4"	0' - 6' cut	701'+	\$ <u>18.70</u>
4"	6' - 10' cut	0' - 300'	\$ <u>22.10</u>
4"	6' - 10' cut	301' - 700'	\$ 21.60
4"	6' - 10' cut	701'+	\$ 21.00
4"	10' - 16' cut	0' - 300'	\$ 35.60
4"	10' - 16' cut	301' - 700'	\$ 35.10
4"	10' - 16' cut	701'+	\$ 34.60
4"	Ductile Iron Pipe Add-On	Lump Sum	\$ 2.10
6"	0' - 6' cut	0' - 300'	\$ 24.40
6"	0' - 6' cut	301' - 700'	\$ <u>23.85</u>
6"	0' - 6' cut	701'+	\$ <u>23.40</u>
6"	6' - 10' cut	0' - 300'	\$ 26.65
6"	6' - 10' cut	301' - 700'	\$ 26.10
6"	6' - 10' cut	701'+	\$ 25.60
6"	10' - 16' cut	0' - 300'	\$ <u>40.20</u>
6"	10' - 16' cut	301' - 700'	\$ 39.60
6"	10' - 16' cut	701'+	\$ 39.10
6"	Ductile Iron Pipe Add-On	Lump Sum	\$ 2.40
8"	0' - 6' cut	0' - 300'	\$ 40.60
8"	0' - 6' cut	301' - 700'	\$ 40.00
8"	0' - 6' cut	701' +	\$ 39.60
8"	6' - 10' cut	0' - 300'	\$ 49.90
8"	6' - 10' cut	301' - 700'	\$ <u>43.35</u>
8"	6' - 10' cut	701' +	\$ <u>48.75</u>
8"	10' - 16' cut	0' - 300'	\$ 63.45
8"	10' - 16' cut	301' - 700'	\$ 63.00
8"	10' - 16' cut	701' +	\$ 62.50
8"	Ductile Iron Pipe Add-On	Lump Sum	\$ <u>2.75</u>
10"	0' - 6' cut	0' - 300'	\$ 43.15
10"	0' - 6' cut	301' - 700'	\$ 42.60
10"	0' - 6' cut	701' +	\$ <u>42.00</u>
10"	6' - 10' cut	0' - 300'	\$ 52.15
10"	6' - 10' cut	301' - 700'	\$ <u>51.55</u>
10"	6' - 10' cut	701'+	\$ 51.00

Contracting Firm: Paul Smithey Construction Co., Inc.

Date: 11-14-2023

SECTION 1: Part 1: PVC Sewer Pipe Installation (Cont'd)

Diameter	Est. Quantity	Length	Bid Price per LF
10"	10' - 16' cut	0' - 300'	\$ 65.70
10"	10' - 16' cut	301' - 700'	\$ 65.20
10"	10' - 16' cut	701' +	\$ 64.80
10"	Ductile Iron Pipe Add-On	Lump Sum	\$ 3.35
12"	0' - 6' cut	0' - 300'	\$ 45.40
12"	0' - 6' cut	301' - 700'	\$ 44.85
12"	0' - 6' cut	701' +	\$ 44.25
12"	6' - 10' cut	0' - 300'	\$ 54.45
12"	6' - 10' cut	301' - 700'	\$ 53.95
12"	6' - 10' cut	701' +	\$ 53.40
12"	10' - 16' cut	0' - 300'	\$ 68.00
12"	10' - 16' cut	301' - 700'	\$ 67.50
12"	10' - 16' cut	701' +	\$ 67.00
12"	Ductile Iron Pipe Add-On	Lump Sum	\$ 3.80

SECTION 1: Part 2: Miscellaneous Sewer Services

Work Description	Bid Unit	Bid Price/Unit
Manhole Installation		
Standard Installation	Bid/Vertical Ft.	\$ 274.10
Installation over Existing Line	Bid/Vertical Ft.	\$ 328.90
Tieing into Existing Manhole	Lump Sum	\$ 1,020.60
Tieing into Existing Sewer Line	Lump Sum	\$ 567.00
4" Sewer Tap	Lump Sum	\$ 792.00
6" Sewer Tap	Lump Sum	\$ 1,020.60
Install New Manhole Ring & Cover	Lump Sum	\$ 340.20
Installation of Misc. Sewer Fittings	per Hour	\$ 175.00
Manhole Height Adjustment		
MH Height Adjustment with Cast Iron	Lump Sum	\$ 79.50
Riser Ring		
MH Height Adjustment with Brick and	Lump Sum	\$ 340.20
Mortar		

Contracting Firm: Paul Smithey Construction Co., Inc.

Date: 11-14-2023

SECTION 1: Part 2: Miscellaneous Sewer Services (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Manhole Height Adjustment (Cont'd) MH Height Adjustmant with Concrete	Lump Sum	\$ 340.20
Donut Riser MH Height Adjustment - Riser 0 - 2 Feet	Lump Sum	\$ 567.00
MH Height Adjustment - Riser 2 - 4 Feet	Lump Sum	\$ 792.00
MH Height Adjustment - Riser 4 - 6 Feet	Lump Sum	\$ 963.00
Sewer Pipe Bores		
4" to 6" Pipe	per LF	\$ 54.00
8" to 10" Pipe	per LF	\$ 75.75
12" to 16" Pipe	per LF	\$ <u>94.50</u>
Total	Section 1	\$ 9,763.65

SECTION 2: Sewer Inspections and Cleaning

Work Description	Bid Unit	Bid Price/Unit
Color TV/Video Inspection		No Bid on Section 2
Minimum Service Charge	Lump Sum	\$
8" to 12" Sewer Lines	per LF	\$
15" to 18" Sewer Lines	per LF	\$
21" to 24" Sewer Lines	per LF	\$
Reverse Set-up	Lump Sum	\$
Pipe/Manhole Cleaning		
Clean 8" to 10" Sewer Lines	per LF	\$
Clean 12" to 15" Sewer Line	per LF	\$
Clean 18" to 21" Sewer Lines	per LF	\$
Clean 24" and Larger Sewer Lines	per LF	\$
Manhole Cleaning	per Hour	\$
Root Removal in Sewers		
8" Sewer Lines	per LF	\$
10" Sewer Lines	per LF	\$
12" Sewer Lines	per LF	\$
Contracting Firm: Paul Smithey Construct	tion Co., Inc.	Date: _11-14-2023

SECTION 2: Sewer Inspections and Cleaning (Cont'd)

Work Description	Bid Unit		Bid Price/Unit	
Smoke Testing Sewer Lines			1	
8" - 15" Sewer Lines	Per LF	\$_		_
18" - 36" Sewer Lines	Per LF	\$		
	Total Section 2	\$	No Bid	

SECTION 3: Sewer Line Open-Cut Point Repairs

Diameter	Est. Depth	Length of Repair	Bid Price per LF
8"	0'-10' cut	0-10'	\$ 2,898.00
8"	10'-14' cut	0-10'	\$ 2,898.00
8"	14'-18' cut	0-10'	\$ 2,898.00
8"	0'-10' cut	10'-20'	\$ 3,472.50
8"	10'-14' cut	10'-20'	\$ 3,472.50
8"	14'-18' cut	10'-20'	\$ 3,472.50
10"	0'-10' cut	0-10'	\$ 2,898.00
10"	10'-14' cut	0-10'	\$ 2,898.00
10"	14'-18' cut	0-10'	\$ 2,898.00
10"	0'-10' cut	10'-20'	\$ 3,472.50
10"	10'-14' cut	10'-20'	\$ 3,472.50
10"	14'-18' cut	10'-20'	\$ 3,472.50
12"	0'-10' cut	0-10'	\$ 2,898.00
12"	10'-14' cut	0-10'	\$ 2,898.00
12"	14'-18' cut	0-10'	\$ 2,898.00
12"	0'-10' cut	10'-20'	\$ 3,472.50
12"	10'-14' cut	10'-20'	\$ 3,472.50
12"	14'-18' cut	10'-20'	\$ 3,472.50
15"	0'-10' cut	0-10'	\$ 3,129.00
15"	10'-14' cut	0-10'	\$ 3,129.00
15"	14'-18' cut	0-10'	\$ 3,129.00
15"	0'-10' cut	10'-20'	\$ 3,697.50
15"	10'-14' cut	10'-20'	\$ 3,697.50
15"	14'-18' cut	10'-20'	\$ 3,697.50

Contracting Firm: Paul Smithey Construction Co., Inc. Date: 11-14-2023

SECTION 3: Sewer Line Open-Cut Point Repairs (Cont.)

Diameter	Est. Depth	Length of Repair	Bid Price per LF
18"	0'-10' cut	0-10'	\$ 3,129.00
18"	10'-14' cut	0-10'	\$ 3,129.00
18"	14'-18' cut	0-10'	\$ 3,129.00
18"	0'-10' cut	10'-20'	\$ 3,697.50
18"	10'-14' cut	10'-20'	\$ 3,697.50
18"	14'-18' cut	10'-20'	\$ 3,697.50
21"	0'-10' cut	0-10'	\$ 3,582.00
21"	10'-14' cut	0-10'	\$ 3,582.00
21"	14'-18' cut	0-10'	\$ 3,582.00
21"	0'-10' cut	10'-20'	\$ 4,491.00
21"	10'-14' cut	10'-20'	\$ 4,491.00
21"	14'-18' cut	10'-20'	\$ 4,491.00
24"	0'-10' cut	0-10'	\$ 3,582.00
24"	10'-14' cut	0-10'	\$ 3,582.00
24"	14'-18' cut	0-10'	\$ 3,582.00
24"	0'-10' cut	10'-20'	\$ 4,491.00
24"	10'-14' cut	10'-20'	\$ 4,491.00
24"	14'-18' cut	10'-20'	\$ 4,491.00
27"	0'-10' cut	0-10'	\$ 3,808.50
27"	10'-14' cut	0-10'	\$ 3,808.50
27"	14'-18' cut	0-10'	\$ 3,808.50
27"	0'-10' cut	10'-20'	\$ 4,716.00
27"	10'-14' cut	10'-20'	\$ 4,716.00
27"	14'-18' cut	10'-20'	\$ 4,716.00

Total Section 3

\$ 172,305.00

Contracting Firm: Paul Smithey Construction Co., Inc.

Date: _11-14-2023

SECTION 4: Part 1: Water Pipe Installation

Work Description	Bid Unit		Bid Price/Unit
3/4" Copper Service Line	per LF	\$ 6.76	
1" Copper Service Line	per LF	\$ 6.76	
1 1/2" Copper Service Line	per LF	\$ 6.76	
2" Copper Service Line	per LF	\$ 6.76	
2" PVC Water Line	per LF	\$ 6.76	
4" PVC Water Line	per LF	\$ 7.96	
6" DIP Water Line	per LF	\$ 14.20	
8" DIP Water Line	per LF	\$ 16.50	
10" DIP Water Line	per LF	\$ 18.76	
Installation of Misc. MJ Fittings	per Hour	\$ 170.25	

SECTION 4: Part 2: Miscellaneous Water Services

Work Description	Bid Unit	Bid Price/Unit
New Fire Hydrant Installation w/valve	Lump Sum	\$ 1,360.50
6"x4" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
8"x4" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
6"x6" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
8"x6" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
10"x6" Water Tap w/valve and box	Lump Sum	\$ 1,252.50
12"x6" Water Tap w/valve and box	Lump Sum	\$ 1,252.50
8"x8" Water Tap w/valve and box	Lump Sum	\$ 1,360.50
10"x8" Water Tap w/valve and box	Lump Sum	\$ 1,474.50
12"x8" Water Tap w/valve and box	Lump Sum	\$ 1,474.50
10"x10" Water Tap w/valve and box	Lump Sum	\$ 1,701.00
12"x10" Water Tap w/valve and box	Lump Sum	\$ 1,815.00
12"x12" Water Tap w/valve and box	Lump Sum	\$ 2,268.00

SECTION 4: Part 3: Water Service Connections

Work Description	Bid Unit	Bid Price/Unit
3/4" water tap w/meter and box	Lump Sum	\$ 795.00
1" water tap w/meter and box	Lump Sum	\$ 795.00
1 1/2" water tap w/meter and box	Lump Sum	\$ 907.50
2" water tap w/meter and box	Lump Sum	\$ 907.50
Tie in to Existing Water Service Line	Lump Sum	\$ 170.50

Contracting Firm: Paul Smithey Construction Co., Inc. Date: _11-14-2023

SECTION 4: Part 4: Water and Pipe Bores

Work Description	Bid Unit	Bid Price/Unit
3/4" to 1 1/2" Pipe	per LF	\$ 34.25
2" to 6" Pipe	per LF	\$ 44.50
8" to 10" Pipe	per LF	\$ 56.70
12" to 16" Pipe	per LF	\$ 86.10
	Total Section 4	\$ 22.553.52

SECTION 5: Miscellaneous Work

Work Description	Bid Unit	Bid Price/Unit
Dump Truck and Operator (12 cyl)	per hour	\$ 110.00
Dump Truck and Operator (20 cyl)	per hour	\$ 132.00
Trackhoe and Operator	per hour	\$ 190.00
Backhoe and Operator	per hour	\$ 130.00
D5 Dozer (or equal) and Operator	per hour	\$ 145.00
General Labor	per hour	\$ 57.00
Service Truck	per hour	\$ 105.00
Asphalt Cutting	per foot	\$ 11.00
Concrete Cutting	per foot	\$ 11.00
Haul off Dig-out	per hour	\$ 525.00
Haul Dirt (20 yds)	per hour	\$ 185.00
Haul Dirt (14 yds)	per hour	\$ 135.00
Fertilizing Seeding & Mulching	Square Yard	\$ 2.00
To	tal Section 5	\$ 1,738.00

Contracting Firm: Paul Smithey Construction Co., Inc. Date: 11-14-2023

SECTION 6: Fire Hydrant Repairs

Work Description	Bid Unit	Bid Price/Unit
Replace Existing Fire Hydrant	Lump Sum	\$ 1,590.00
Replace Existing Fire Hydrant add Valve	Lump Sum	\$ 2,042.70
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$ 682.50
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$ 682.50
	Section 6	\$ 4,997.70

SECTION 7: Internal Cured-In-Place Point Repair

Work Description	Bid Unit	Bid Price/Unit
6" x 3' Long	Each	\$ 3,204.00
Additional LF - 6"	per LF	\$ 150.00
8" x 3' Long	Each	\$ 3,582.00
Additional LF - 8"	per LF	\$ 159.00
10" x 3' Long	Each	\$ 3,960.00
Additional LF - 10"	per LF	\$ 159.00
12" x 3' Long	Each	\$ 4,338.00
Additional LF - 12"	per LF	\$ 174.00
	-	

Total Section 7

Contracting Firm: Paul Smithey Construction Co., Inc.

Date: _11-14-2023

\$ 15,726.00

This Bid is submitted for: <u>Sources of Supply – 12 Month Supply Bid</u> <u>Minor Water/Sewer Construction/Rehab</u>

This bid is submitted to: <u>City of Tupelo, 71 East Troy Street, Tupelo, MS 38804</u> (Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish Sources of Supply -12 Month Supply Bid Minor Water/Sewer Construction/Rehab for the City of Tupelo in accordance with the specifications provided for the above UNIT PRICE amount:

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NUMBER:	DATE:	
NUMBER:	DATE:	
NUMBER:	DATE:	
BIDDER INFORMATION		
Company Name: Paul Smith	ney Construction Co., Inc.	
Company Representative: _W	esley Nelson	
Title: President		
Business Address:		
Street: PO Box 357		
City: Belden	State: MS	Zip: <u>38826</u>
Phone: 662-844-0794	Email: _paulsmitheyconst	t@att.net
Signature of Bidder:	el An	
Date: November 14, 2023		

PAULSMI-04



CERTIFICATE OF LIABILITY INSURANCE

TCALDWELL

DATE (MM/DD/YYYY) 11/10/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terminal holder in liquid from the policy, certain policies may require an endorsement. A statement on this certificate does not expert rights to the certificate holder in liquid from the policy of the po

	DUCE	Control of the Contro	or riginia ti		JU: 111	ficate holder in lieu of s	CONTACT				
		ernational Mid-South					PHONE (A/C, No, Ext): (901)	212-5300	FAX	(001)	853-9943
120	7 Off	fice Park					(A/C, No, Ext): (901) E-MAIL ADDRESS:	312-3300	(A/C, No)	:(301)	000-9940
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INSR LTR		TYPE OF INSURAN	ICE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
A	X	COMMERCIAL GENERAL	LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X	OCCUR		ŀ	60498702	11/28/2022	11/28/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
									MED EXP (Any one person)	\$	5,000
					ĺ				PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPI	LIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY X PRO-	LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER;								\$	
A	AUT	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO				60498702	11/28/2022	11/28/2023	BODILY INJURY (Per person)	\$	
	Х		CHEDULED UTOS ON-OWNED UTOS ONLY						BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident)) \$ \$	
										\$	
A	X	UMBRELLA LIAB	OCCUR						EACH OCCURRENCE	\$	4,000,000
		EXCESS LIAB X	CLAIMS-MADE			60498702	11/28/2022	11/28/2023	AGGREGATE	\$	4,000,000
		DED X RETENTION \$	10,000							\$	
	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
			ECUTIVE Y/N	N/A					E.L. EACH ACCIDENT	\$	
		PROPRIETOR/PARTNER/EX ICER/MEMBER EXCLUDED? ndatory in NH)		N/A					E.L. DISEASE - EA EMPLOYE	E \$	
	If yes	s, describe under CRIPTION OF OPERATIONS	S below						E.L. DISEASE - POLICY LIMIT	\$	
A	Equ	uipment Floater				60498702	11/28/2022	11/28/2023	Leased/Rented		100,000
DES Job	CRIPT Desc	rion of operations / Loc cription: Source of Su	CATIONS / VEHIC pply - 12 Mor	LES (AC	CORD	101, Additional Remarks Sched	ule, may be attached if m	ore space is requi	red)		
							*				
CF	RTIF	FICATE HOLDER	and the second s				CANCELLATION	I			
<u> </u>		City of Tupelo 71 East Troy St					SHOULD ANY OF	THE ABOVE D	DESCRIBED POLICIES BE OF THE PROVISIONS.		
		Tupelo, MS 388	04				AUTHORIZED REPRES	ENTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

Item # 27.

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

REPRESENTATIVE OR PRODUCER, AND THE	E CERTIFICATE HOLDER.	nation/last -	uet have ADE	DITIONAL INS	URED provisions or be e	endorsed.
REPRESENTATIVE OR PRODUCER, AND THE IMPORTANT: If the certificate holder is an AL If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the certificate does not confer rights.	DDITIONAL INSURED, the	he policy(les) m		may require a	in endorsement. A stater	nent on
	Sertificate noide, in hea o	CONTAC NAME:	7 Nicole York			
PRODUCER		PHONE (A/C, No.	(662) 534	4-7676	FAX (A/C, No):	
Insight Risk - New Albany		F-MAIL	micolo@col	linsinsueance1		
100 Oxford Road		ADDRES	3.	URER(S) AFFORE		NAIC #
New Albany	MS 38652	INSUREI	AMPEDIC	AS INS CO	JANG COVERNOE	11963
		INSURE	RB:			
INSURED Paul Smithey Construction Co., Inc.		INSURE	RC:			
P. O. Box 357		INSURE	RD:			
P. O. BOX 337		INSURE	RE:			
Baldan	MS 38826	INSURE				
Belden	CATE NUMBER: CL231	11093474			REVISION NUMBER:	
	CAIL HOMBEN.		TO THE INSUR	ED NAMED AB	OVE FOR THE POLICY PERI	OD
THIS IS TO CERTIFY THAT THE POLICIES OF INSU INDICATED. NOTWITHSTANDING ANY REQUIREM	ENT, TERM OR CONDITION C	F ANY CONTRA	CT OR OTHER	DOCUMENT V	WITH RESPECT TO WHICH IT JBJECT TO ALL THE TERMS,	115
INDICATED. NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, T EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	THE INSURANCE AFFORDED FOR LIMITS SHOWN MAY HAV	E BEEN REDUC	ED BY PAID CL	AIMS.		
EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	LISUBR POLICY AND		POLICY EEE	POLICY EXP (MM/DD/YYYY)	LIMITS	
LTR TYPE OF INSURANCE INST	POLICY NUM	HOEK	JAMADUITTI)	Assert State () ()	EACH OCCURRENCE	\$
COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	5
CLAIMS-MADE OCCUR					MED EXP (Any one person)	S
					PERSONAL & ADV INJURY	S
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GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	
POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$
POLICI LI JECI					COMBINED SINGLE LIMIT	S
OTHER: AUTOMOBILE LIABILITY					(Ea accident)	
ANY AUTO					BODILY INJURY (Per person)	\$
OWNED SCHEDULED			1			S
AUTOS ONLY AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	S
AUTOS ONLY AUTOS ONLY						\$
					EACH OCCURRENCE	s
UMBRELLA LIAB OCCUR					AGGREGATE	\$
EXCESS LIAB CLAIMS-MADE						s
DED RETENTION \$					PER OTH-	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					E.L. EACH ACCIDENT	5 1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE	A WC122-6005827		07/01/2023	07/01/2024	E.L. DISEASE - EA EMPLOYEE	s 1,000,000
(Mandatory in NH)					E.L. DISEASE - POLICY LIMIT	s 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(ACORD 101, Additional Remarks	Schedule, may be	attached if more :	space is required	1	
12 month source of supply bid for the City of Tupels	o					
- marini was a sample of						
*				1, a, 0		
		CAN	CELLATION			
CERTIFICATE HOLDER						
		SH	OULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	NCELLED BEFORE
		1 76	E EXPIRATION	DATE THERE	OF, NOTICE WILL BE DELIVE	KED IN
City of Tupelo		AC	CORDANCE W	ATH THE POLI	CY PROVISIONS.	
71 East Troy Street		AUT	ORIZED REPRES	ENTATIVE	A1 /	
/ Last Noy Steel		AUT	OKKED REPRES	17	y Han	
Tunalo	MS	1		Kan	A. Collins)
Tupelo				@ 4000 004	5 ACORD CORPORATION	N. All rights reserve
		- 236 -		© 1988-201	3 ACURD CURPORATION	a. van inginee issaal i



City of Tupelo, Mississippi Sources of Supply Supplies and Specifications

Tupelo Water and Light Department: Minor Construction/Rehab.

Contact Persons:

Johnny Timmons, Manager

Davey Cole, Water and Sewer General Foreman

(662) 841-6460

City indicates City of Tupelo, Mississippi

Labor and equipment to excavate, install and backfill the following PVC and Ductile Iron pipes and structures to City specifications at sizes and depths shown. City shall furnish all materials. Contractor is responsible for all equipment required to load and haul off all excavated material not to be reused and deliver all piping, fittings, etc. to the project from the stockpile (unit prices below shall include this cost). All sewer pipes shall be installed with laser. The location and protection of existing utilities are the responsibility of the contractor. All qualified contractors shall be located within a 25 mile radius of the City of Tupelo.

Any contractor who has not previously performed work for the Tupelo Water and Light Department must show responsibility and experience for any work to be bid upon prior to submitting a bid. Proof of experience must include a list of projects, cost of projects, and telephone numbers of contact persons of projects. No bid will be received from a contractor not approved prior to bid date.

Prices submitted must be firm and all bid quotations shall be valid for a 12-month period.

The contractor which supplies the lowest bid for each section shall be awarded that section under this agreement, assuming that the lowest bidder can document their ability to perform such work. Furthermore, the City does not guarantee the purchase of any specific quantities of the items listed. Purchases will be made to cover requirements as they arise during the contract period.

All bids must be submitted on the standardized bid form provided. Further, the firm supplying the quotation should include the name of their firm on:

- 1. Each page of the bid form utilized in the quotation
- 2. On any literature that may be included with the bid.

Please verify that all Sections have been totaled before returning the bid form.

SECTION 1: Part 1: PVC Sewer Pipe Installation

4" 4" 4"	0' - 6' cut 0' - 6' cut	0' - 300'	\$	
4"	0' - 6' cut		Φ	
	0 0 040	301' - 700'	\$	
411	0' - 6' cut	701'+	\$	
4"	6' - 10' cut	0' - 300'	\$	
4"	6' - 10' cut	301' - 700'	\$	
4"	6' - 10' cut	701'+	\$	
4"	10' - 16' cut	0' - 300'	\$	
4"	10' - 16' cut	301' - 700'	\$	***************************************
4"	10' - 16' cut	701'+	\$	
4"	Ductile Iron Pipe Add-On	Lump Sum	\$	00000
6"	0' - 6' cut	0' - 300'	\$	
6"	0' - 6' cut	301' - 700'	\$	
6"	0' - 6' cut	701'+	\$	
6"	6' - 10' cut	0' - 300'	\$	
6"	6' - 10' cut	301' - 700'	\$	
6"	6' - 10' cut	701' +	\$	
6"	10' - 16' cut	0' - 300'	\$	
6"	10' - 16' cut	301' - 700'	\$	
6"	10' - 16' cut	701'+	\$	
6"	Ductile Iron Pipe Add-On	Lump Sum	\$	
8"	0' - 6' cut	0' - 300'	\$	
8"	0' - 6' cut	301' - 700'	\$	
8"	0' - 6' cut	701' +	\$	
8"	6' - 10' cut	0' - 300'	\$	
8"	6' - 10' cut	301' - 700'	\$	
8"	6' - 10' cut	701' +	\$	
8"	10' - 16' cut	0' - 300'	\$	
8"	10' - 16' cut	301' - 700'	\$	
8"	10' - 16' cut	701' +	\$	
8"	Ductile Iron Pipe Add-On	Lump Sum	\$	
10"	0' - 6' cut	0' - 300'	\$	
10"	0' - 6' cut	301' - 700'	\$	
10"	0' - 6' cut	701'+	\$	
10"	6' - 10' cut	0' - 300'	\$	
10"	6' - 10' cut	301' - 700'	\$	
10"	6' - 10' cut	701'+	\$	

Contracting Firm:	Date:
-------------------	-------

SECTION 1: Part 1: PVC Sewer Pipe Installation (Cont'd)

Diameter	Est. Quantity	Length	Bid Price per LF
10"	10' - 16' cut	0' - 300'	\$
10"	10' - 16' cut	301' - 700'	\$
10"	10' - 16' cut	701' +	\$
10"	Ductile Iron Pipe Add-On	Lump Sum	\$
12"	Q' - 6' cut	0' - 300'	\$
12"	0 ^k -6' cut	301' - 700'	\$
12"	0' - 6' cut	701'+	\$
12"	6' - 10' cut	0' - 300'	\$
12"	6' - 10' cut	301' - 700'	\$
12"	6' - 10' cut	701'+	\$
12"	10' - 16' cut	0' - 300'	\$
12"	10' - 16' cut	301' - 700'	\$
12"	10' - 16' cut	701'+	\$
12"	Ductile Iron Pipe Add-On	Lump Sum	\$

SECTION 1: Part 2: Miscellaneous Sewer Services

Work Description	Bid Unit	Bid Price/Unit
Manhole Installation		
Standard Installation	Bid/Vertical Ft.	\$
Installation over Existing Line	Bid/Vertical Ft.	\$
Tieing into Existing Manhole	Lump Sum	\$
Tieing into Existing Sewer Line	Lump Sum	\$
4" Sewer Tap	Lump Sum	\$
6" Sewer Tap	Lump Sum	\$
Install New Manhole Ring & Cover	Lump Sum	\$
Installation of Misc. Sewer Fittings	per Hour	\$
Manhole Height Adjustment		
MH Height Adjustment with Cast Iron	Lump Sum	\$
Riser Ring	•	
MH Height Adjustment with Brick and	Lump Sum	\$
Mortar	•	
		·
Contracting Firm:		Date:

SECTION 1: Part 2: Miscellaneous Sewer Services (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Manhole Height Adjustment (Cont'd)		
MH Height Adjustmant with Concrete Donut Riser	Lump Sum	\$
MH Height Adjustment - Riser 0 - 2 Feet	Lump Sum	\$
MH Height Adjustment - Riser 2 - 4 Feet	Lump Sum	\$
MH Height Adjustment - Riser 4 - 6 Feet	Lump Sum	\$
Sewer Pipe Bores		
4" to 6" Pipe	per LF	\$
8" to 10" Pipe	per LF	\$
12" to 16" Pipe	per LF	\$
Total :	Section 1	\$

Sewer Inspections and Cleaning SECTION 2:

Work Description	Bid Unit	Bid Price/Unit
Color TV/Video Inspection		4 4 1260
Minimum Service Charge	Lump Sum	\$ 675°
8" to 12" Sewer Lines	per LF	\$ 2.00
15" to 18" Sewer Lines	per LF	\$ 2.50
21" to 24" Sewer Lines	per LF	\$ 7.00
Reverse Set-up	Lump Sum	\$ 300.00
Pipe/Manhole Cleaning		
Clean 8" to 10" Sewer Lines	per LF	\$ 2.00
Clean 12" to 15" Sewer Line	per LF	\$ 2.50
Clean 18" to 21" Sewer Lines	per LF	\$ 3.00
Clean 24" and Larger Sewer Lines	per LF	\$ 3.00
Manhole Cleaning	per Hour	\$
Root Removal in Sewers		
8" Sewer Lines	per LF	\$ 2.00
10" Sewer Lines	per LF	\$ 2.50
12" Sewer Lines	per LF	\$ 3.00

Contracting Firm: 4m 4m Underground Video & Inspectionate: 11/09/23

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SECTION 2: Sewer Inspections and Cleaning (Cont'd)

Work Description	Bid Unit	Bid Price/Unit	
Smoke Testing Sewer Lines 8" - 15" Sewer Lines	Per LF	\$ 1.50	
18" - 36" Sewer Lines	Per LF	\$ 2,00	-
	Total Section 2	\$ \$ 1,229,00	_

SECTION 3: Sewer Line Open-Cut Point Repairs

Diameter	Est. Depth	Length of Repair	Bid Price per LF
8"	0'-10' cut	0-10'	\$
8"	10'-14' cut	0-10'	\$
8"	14'-18' cut	0-10 ¹	\$
8"	0'-10' cut	10'-20'	\$
8"	10'-14' cut	10'-20'	\$
8"	14'-18' cut	10'-20'	\$
10"	0'-10' cut	0-10'	
10"	10'-14' cut	0-10'	\$
10"	14'-18' cut	0-10'	\$
10"	0'-10' cut	10'-20'	\$
10"	10'-14' cut	10'-20'	\$
10"	14'-18' cut	10'-20'	\$
12"	0'-10' cut	0-10'	\$
12"	10'-14' cut	0-10'	\$
12"	14'-18' cut	0-10'	\$
12"	0'-10' cut	10'-20'	\$
12"	10'-14' cut	10'-20'	\$
12"	14'-18' cut	10'-20'	\$
15"	0'-10' cut	0-10'	
15"	10'-14' cut	0-10'	\$
15"	14'-18' cut	0-10'	\$
15"	0'-10' cut	10'-20'	\$
15"	10'-14' cut	10'-20'	\$
15"	14'-18' cut	10'-20'	\$

Contracting Firm:	Date:	

SECTION 3: Sewer Line Open-Cut Point Repairs (Cont.)

Bid Price per LF		Length of Repair	Est. Depth	Diameter
•	\$	0-10'	0'-10' cut	18"
	\$	0-10'	10'-14' cut	18"
	\$	0-10'	14'-18' cut	18"
	\$ ——	10'-20'	0'-10' cut	18"
	\$	10'-20'	10'-14' cut	18"
	\$	10'-20'	14'-18' cut	18"
	\$	0-10'	0'-10' cut	21"
	\$	0-10'	10'-14' cut	21"
5	\$	0-10'	14'-18' cut	21"
	\$	10'-20'	0'-10' cut	21"
W	\$	10'-20'	10'-14' cut	21"
	\$	10'-20'	14'-18' cut	21"
	\$	0-10'	0'-10' cut	24"
	\$	0-10'	10'-14' cut	24"
	\$	0-10'	14'-18' cut	24"
	\$	10'-20'	0'-10' cut	24"
	\$	10'-20'	10'-14' cut	24"
	\$	10'-20'	14'-18' cut	24"
	\$	0-10'	0'-10' cut	27"
	\$	0-10'	10'-14' cut	27"
	\$	0-10 ^t	14'-18' cut	27"
	\$	10'-20'	0'-10' cut	27"
	\$	10'-20'	10'-14' cut	27"
	\$	10'-20'	14'-18' cut	27"

Contracting Firm:	Date:

SECTION 4: Part 1: Water Pipe Installation

Work Description	Bid Unit	Bid Price/Unit
3/4" Copper Service Line	per LF	\$
1" Copper Service Line	per LF	\$
1 1/2" Copper Service Line	per LF	\$
2" Copper Service Line	per LF	\$
2" PVC Water Line	per LF	\$
4" PVC Water Line	per LF	\$
6" DIP Water Line	per LF	\$
8" DIP Water Line	per LF	\$
10" DIP Water Line	per LF	\$
Installation of Misc. MJ Fittings	per Hour	\$

SECTION 4: Part 2: Miscellaneous Water Services

Work Description	Bid Unit	Bid Price/Unit
New Fire Hydrant Installation w/valve	Lump Sum	\$
6"x4" Water Tap w/valve and box	Lump Sum	\$
8"x4" Water Tap w/valve and box	Lump Sum	\$
6"x6" Water Tap w/valve and box	Lump Sum	\$
8"x6" Water Tap w/valve and box	Lump Sum	\$
10"x6" Water Tap w/valve and box	Lump Sum	\$
12"x6" Water Tap w/valve and box	Lump Sum	\$
8"x8" Water Tap w/valve and box	Lump Sum	\$
10"x8" Water Tap w/valve and box	Lump Sum	\$
12"x8" Water Tap w/valve and box	Lump Sum	\$
10"x10" Water Tap w/valve and box	Lump Sum	\$
12"x10" Water Tap w/valve and box	Lump Sum	\$
12"x12" Water Tap w/valve and box	Lump Sum	\$

SECTION 4: Part 3: Water Service Connections

Work Description	Bid Unit	Bid Price/Unit
3/4" water tap w/meter and box	Lump Sum	\$
1" water tap w/meter and box	Lump Sum	\$
1 1/2" water tap w/meter and box	Lump Sum	\$
2" water tap w/meter and box	Lump Sum	\$
Tie in to Existing Water Service Line	Lump Sum	\$

Contracting Firm:	Date:

SECTION 4: Part 4: Water and Pipe Bores

Work Description	Bid Unit	Bid Price/Unit
3/4" to 1 1/2" Pipe	per LF	\$
2" to 6" Pipe	per LF	\$
8" to 10" Pipe	per LF	\$
12" to 16" Pipe	per LF	\$
	Total Section 4	\$

SECTION 5: Miscellaneous Work

Work Description	Bid Unit	Bid Price/Unit
Dump Truck and Operator (12 cyl)	per hour	\$
Dump Truck and Operator (20 cyl)	per hour	\$
Trackhoe and Operator	per hour	\$
Backhoe and Operator	per hour	\$
D5 Dozer (or equal) and Operator	per hour	\$
General Labor	per hour	\$
Service Truck	per hour	\$
Asphalt Cutting	per foot	\$
Concrete Cutting	per foot	\$
Haul off Dig-out	per hour	\$
Haul Dirt (20 yds)	per hour	\$
Haul Dirt (14 yds)	per hour	\$
Fertilizing Seeding & Mulching	Square Yard	\$
Tota	al Section 5	\$

Contracting Firm:	Date:
Contracting 1 mm.	Datc

SECTION 6: Fire Hydrant Repairs

Work Description	Bid Unit	Bid Price/Unit
Replace Existing Fire Hydrant	Lump Sum	\$
Replace Existing Fire Hydrant add Valve	Lump Sum	\$
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$
Total S	Section 6	\$

SECTION 7: Internal Cured-In-Place Point Repair

Work Description	Bid Unit	Bid Price/Unit
5" x 3' Long	Each	\$
Additional LF - 6"	per LF	\$
3" x 3' Long	Each	\$
Additional LF - 8"	per LF	\$
10" x 3' Long	Each	\$
Additional LF - 10"	per LF	\$
2" x 3' Long	Each	\$
Additional LF - 12"	per LF	\$

Contracting Firm:	Date:	

This Bid is submitted for: <u>Sources of Supply – 12 Month Supply Bid</u> <u>Minor Water/Sewer Construction/Rehab</u>

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

This bid is submitted to: <u>City of Tupelo, 71 East Troy Street, Tupelo, MS 38804</u> (Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish Sources of Supply – 12 Month Supply Bid Minor Water/Sewer Construction/Rehab for the City of Tupelo in accordance with the specifications provided for the above UNIT PRICE amount:

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NUMBER: DATE:

NUMBER: DATE:

NUMBER: DATE:

BIDDER INFORMATION

Company Name: M+M Underground Video Inspection Services, LLC

Company Representative: Ricky and Casey Martin

Title: owner members

Business Address:

Street: 8460 CR 701

City: Ripley State: MS zip: 38663

662-587-3372

Phone: 662-587-1058 Email: mmundergroundvideo@hotmail.com

Signature of Bidder: Liky Months

Date: 4/9/2023



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

_____ Item # 27.

2/10/2023

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

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

Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway Suite 300				PHONE [A/C, No, Ext]; 601-605-3133 [A/C, No]; E-MAIL ADDRESS: Rita_Clark@ajg.com						
Ridgeland MS 39157					INSURER(S) AFFORDING COVERAGE				NAIC#	
				INSURER A: Union Insurance Company					25844	
INSU	RED & M Underground Video Inspection :	C	iaa 1	1.0	INSURE	кв: Bridgefie	ld Casualty Ir	nsurance Company		10335
846	i Wronderground video Hispection : 60 CR 701	serv	ice, i	LLC	INSURE	RC:				
Rip	ley MS 38663				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
COVERAGES CERTIFICATE NUMBER: 1351941527 REVISION NUMBER:										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
Α	X COMMERCIAL GENERAL LIABILITY			CNA451646141		2/10/2023	2/10/2024		\$ 1,000,	000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00	10
								MED EXP (Any one person)	\$5,000	
								PERSONAL & ADV INJURY	\$1,000	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	000
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 2,000,	000
	OTHER:							COMBINED SINGLE LIMIT	\$ 1.000	
Α	AUTOMOBILE LIABILITY			CNA451646141		2/10/2023	2/10/2024	(Ea accident)	\$ 1,000,	000
	X ANY AUTO OWNED SCHEDULED								\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED							DD05FD7V51V10F	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	LE TOLI PROPRIENTE
Α	X UMBRELLA LIAB X OCCUR			CNIACACACAAA		0/40/0000	0/40/0004			
^	- SACEOUT OCCOR			CNA451646141		2/10/2023	2/10/2024		\$ 1,000,	
	OCAIWS*WADE						•		\$ 1,000,	000
В	DED X RETENTION \$ 10,000 WORKERS COMPENSATION			19652572		2/10/2023	2/10/2024	X PER OTH-	\$	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE			10002072		21 1012020	21 1012024		\$1,000,	000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below				1				\$ 1,000,	
	BESONI FION OF OF ENATIONS BEION							E.E. DIGENCE "I GEIGT EMIT	ψ 1,000,	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	s space is requir	ed)		
CERTIFICATE HOLDER CANCELLATION										
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN										
City of Tupelo, MS Accord						ACCORDANCE WITH THE POLICY PROVISIONS.				
71 East Troy Street Tupelo MS 38804					UTHORIZED REPRESENTATIVE					
USA					TO THE MAN THE PROPERTY OF THE PARTY OF THE					
					M					
	ļ <u></u>				JAMAN					

- 247 -

POST IN A CONSPICUOUS **PLACE**

City of Tupelo Privilege Tax License

License Numb

Item # 27.

31611

Business Name & Address:

M & M UNDERGROUND VIDEO

PO BOX 2489

OXFORD, MS 38655

Issue Date:

10/01/2023

Expire Date: 09/30/2024

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in

Business as:

M & M UNDERGROUND VIDEO

Location:

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI

Business License

This License is NOT Transferable

State of Milssissip. BOARD OF CONTRACTORS

M & M UNDERGROUND VIDEO INSPECTION SERVICE, LLC RIPLEY, MS 38663 8460 CR 701

is duly registered and entitled to perform

1) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION 2) UNDERGROUND UTILITIES

Ne have hereunto set our hand and caused the Peal of the Mississippi Board of Contractors to be affixed this 14 day of Mar., 202

CERTIFICATE OF RESPONSIBILITY

No. 22665-MC

Expires Mar. 14, 2024

Jak 4. Cane

CHAIRMAN OF THE BOARD



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE November 15, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-051WL (RIGHT-OF-WAY

LINE CLEARANCE) JT

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 21, 2023:

Bid No. 2023-051WL – ROW Line Clearance to the low qualified bid submitted by ROW Pro, LLC as shown on the attached bid tabulation.

Minute Entry Sign Up Sheet

Date:

11/14/2023

10:00 Time: Bid# 2023-051WL Department: WL TW&L ROW Line Clearance Project: Attandance Company

TUPELO WATER & LIGHT DEPARTMENT BID TABULATION BID NO. 2023-051WL NOVEMBER 14, 2023

		veildoi				
		R.O.W. Pro, LLC	B&B Tree	Cahaba Disaster	Kendall	Looks Great Services
		Blue Springs, MS	Service	Recovery	Vegetation	Of MS, Inc.
Item	Product		Tupelo, MS	Hoover, AL	Lawrenceville, GA	Columbia, MS
Electric Line Right-of-Way Clearing Services						
	Labor (Hourly Rate)					
	Straight Time:					
1	Working Supervisor	Included Below	\$30.00	\$46.25	\$47.22	\$92.00
2	Working Foreman	Included Below	\$25.00	\$46.25	\$42.83	\$82.00
3	Trimmer	Included Below	\$20.00	\$44.25	\$40.88	\$72.00
4	Groundman	Included Below	\$15.00	\$37.25	\$31.15	\$62.00
	*Per Diem for any out of town				\$125.00	
	employees/person/day					
	After-Hours:					
5	Working Supervisor	Included Below	\$50.00	\$69.38	\$70.82	\$120.00
6	Working Foreman	Included Below	\$40.00	\$69.38	\$64.24	\$106.00
7	Trimmer	Included Below	\$30.00	\$66.38	\$61.32	\$94.00
8	Groundman	Included Below	\$25.00	\$55.88	\$46.72	\$80.00
	*Per Diem for any out of town				\$125.00	
	employees/person/day					

TUPELO WATER & LIGHT DEPARTMENT BID TABULATION BID NO. 2023-051WL NOVEMBER 14, 2023

Vendor

		Vendor				
		R.O.W. Pro, LLC	B&B Tree	Cahaba Disaster	Kendall	Looks Great Services
		Blue Springs, MS	Service	Recovery	Vegetation	Of MS, Inc.
Item	Product		Tupelo, MS	Hoover, AL	Lawrenceville, GA	Columbia, MS
Elect	ric Line Right-of-Way Clearing S	Services				
	Equipment (Hourly Rate)					
	Straight-Time					
9	Bucket Truck	\$76.25	\$100.00	\$60.00	\$25.77	\$65.00
10	Chipper Truck	\$76.25	\$50.00	\$27.50	\$16.77	\$50.00
11	Pickup Truck	\$76.25	\$20.00	\$20.00	\$12.50	\$20.00
12	Chipper	\$76.25	\$20.00	\$15.00	\$6.50	\$15.00
13	Power Saw	Included	\$20.00	\$20.00	\$1.50	\$2.00
14	Tractor & Bush Hog	No Bid	\$25.00	\$40.00	\$35.00	\$85.00
	Equipment (Hourly Rate)					
	After-Hours:					
15	Bucket Truck	\$114.37	\$200.00	\$60.00	\$25.77	\$85.00
16	Chipper Truck	\$114.37	\$100.00	\$27.50	\$16.77	\$65.00
17	Pickup Truck	\$114.37	\$40.00	\$20.00	\$12.50	\$26.00
18	Chipper	\$114.37	\$40.00	\$15.00	\$6.50	\$20.00
19	Power Saw	Included	\$40.00	\$20.00	\$1.50	\$3.00
20	Tractor & Bush Hog	No Bid	\$50.00	\$40.00	\$35.00	\$110.00
	HOURLY TOTAL					
	Straight-Time	\$305.00	\$325.00	\$356.50	\$322.62	\$545.00
	After-Hours	\$457.48	\$615.00	\$443.52	\$403.64	\$709.00
	40-Hour Week	\$12,200.00	\$13,000.00	\$14,260.00	\$12,904.80	\$21,800.00

Specifications and Proposal

For

Electric Line Right-of-Way Line Clearing Services

Bid No. 2023-051WL

October 17, 2023



Tupelo Water & Light Department P.O. 588 Tupelo, MS 38802-0588

Publication Dates: October 17, 2023 & October 24, 2023

BID Opening Date: November 14, 2023 at 10:00 AM

LEGAL NOTICE CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, P.O. Box 1485, Tupelo, MS 38802-1485; 71 East Troy Street, Tupelo MS 38804 until 10:00 am November 14, 2023, for the following:

Electric Line Right-of-Way Line Clearing Services Bid # 2023-051WL

Official bid documents can be downloaded from www.tupelomsbids.com for a fee. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. For any questions relating to the electronic bid process, please call PH Bidding Group at 662-407-0193.

CITY OF TUPELO
PURCHASING
Traci Dillard
662-841-6456
Traci.Dillard@tupeloms.gov

Please run the legal ad stated above on October 17, 2023, and October 24, 2023

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 14, 2023

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services Bid No. 2023-051WL

See attached specifiations

If you have any questions concerning this bid, please contact: Johnny Timmons, Manager TW&L, 662-841-6460
Al Jones, Electrical Superintendent TW&L, 662-841-6460

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 PH Bidding Group at 662-407-0193.

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

Traci Dillard
Purchasing Agent
City of Tupelo, MS
662-841-6456
Traci.Dillard@tupeloms.gov

DATE 11-14-23
BIDDER R.O.W. PO, LLC.
ADDRESS 2143 Huy 348 Blue Spring, NG. 38828
ADDRESS 2143 Huy 348 Blue Springs, NG. 38828 TELEPHONE 662-231-4836
SIGNATURE Calle Parism

CONDITION:

- 1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
- 2. Time, in connection with discount offered, will be computed from date of delivery of supplies to carrier when final inspection an acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
- 3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
- 4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, of any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
- 5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER:

- 1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
- 2. Prices should be stated in units of quantity specified, with packing included.
- 3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
- 4. Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

GENERAL BIDDER REQUIREMENTS:

- 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
- 2. The bidder shall sign and date the bid at the bottom of the form.
- 3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
- 4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

GENERAL SPECIFICATIONS:

- The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
- 2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
- 3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
- 4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
- 5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

INSTRUCTIONS TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARNING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED - BID NO. 2023-051WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: KOW. PG, LC.

ADDRESS: 2143 Huy 348 Blue Springs, No. 38828

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Traci Dillard
Purchasing Agent
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

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 regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

<u>Labor:</u>	
1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman
Equipment:	
1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

TO: Traci Dillard

Purchasing Agent City of Tupelo

71 East Troy Street

P.O. Box 588

Tupelo, MS 38804

Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No	Dated	COMMISSION	-	12	-5	3	
-------------	-------	------------	---	----	----	---	--

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

	Classification	Straight Time Rate per Hour	After-Hours <u>Rate per Hour</u>
لما .	Working Supervisor	\$	\$
Included	Working Foreman	\$	\$
	Trimmer	\$	\$
	Groundman	\$	\$

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Bucket Truck	\$ 76.25	s_114.37
Chipper Truck	s_76.25	\$ 114.37
Pickup Truck	5 76.25	s_114.37
Chipper	\$ 74.25	\$ 114.37
Power Saw	\$ Included	\$
Tractor and Bush Hog	\$	\$

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
All Listed Above	\$
	\$
	\$
	\$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

CONTRACTOR

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

ADDRESS: ADDRESS: Plue Springs, Ms. 38828 TELEPHONE NO.: Let 2-231-9836 DATE SIGNED:

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 14th of November 2023 between the Owner:
Tupelo Water & Light Department P.O. Box 588 Tupelo, MS 38802-0588
and the Contractor: R.O.W. Pro, LLC. 2143 Hwy 348 Blue Springs, Ms. 38828
The Contractor is a (check and complete one of the following):
Corporation solely organized and existing under the laws of the State of
and having its principal office in: Blue Springs Union (County) (State)
Partnership of the following (List all Partners)
Partnership of the following (Sole Proprietorship) The Contractor's taxpayer identification number is 92-22981.355
THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

CONTRACTED WORK

SECTION 1 SCOPE OF WORK

A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

- B. Removal Criteria shall be as follows:
 - 1. Undesirable fast-growing tree species.
 - Trees which cannot be economically re-trimmed because of rapid re-growth.
 - 3. Trees which are left unsightly because of excess trimming.
 - 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
 - 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
 - 6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors.
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
 - 1. Owner's overhead lines are not directly involved.
 - 2. Low growing trees or shrubs that cause little interference with electric service.
 - A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

- authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.
- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,

or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial one (1) year term, this agreement may be extended a maximum of one(1) additional one (1) year period when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:
 - 1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
 - 4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
 - 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
 - 6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
 - 7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.
- B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability
General Aggregate \$2,000,000 Aggregate
Products & Completed Operations \$2,000,000 Aggregate
Personal & Advertising Injury \$1,000,000 Per Occurrence
Bodily Injury and Property Damage \$1,000,000 Per Occurrence
Fire Damage Liability \$50,000 Per Occurrence
Medical Expense \$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage \$1,000,000 Aggregate Bodily Injury & Property Damage \$500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage\$ 500,000 Per Occurrence (Combined Single Limit)

Contractor Insurance Option Number 2:

4. EXCESS LIABILITY:

Bodily Injury & Property Damage\$1,000,000 Aggregate (Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

EMPLOYERS' LIABILITY

Accident	\$100,000 Per Occurrence
	\$500,000 Policy Limit
Disease	\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

	LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
	Supervisor		
× 1	Foreman		
	Trimmer		
	Groundman		

REGULAR HOURLY STORM HOURLY RATE PER VEHICLE RATE PER VEHICLE **EQUIPMENT** 76.25 114.37 **Bucket Truck** 76.25 114.37 Chipper Truck 76.25 114.37 Pick-up Truck 76.25 114.37 Chipper Included Power Saw Tractor & Bush Hog

B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
 - 1. Labor and equipment types with associated hours
 - 2. Number of trees trimmed
 - 3. Number of trees removed by diameter class
 - Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

ATTEST:	CITTOF TUPELO WATER & LIGHT DEPARTMENT
	SIGNATURE:
	NAME:
	TITLE:
	DATE:
ATTEST:	CONTRACTOR
	SIGNATURE: Callo Patris
	NAME: CALOB ROUSON EROV Projuce?
	TITLE: OVNCY
	DATE: 11-14-23

Item # 28.

CERTIFICATE OF LIABILITY INSURANCE

11/07/2023

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CERTIFICATE OF LIABILITY INSURANCE

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

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The ACORD name and reserved marks of ACORD



NCCI Assigned Risk Department 901 Peninsula Corporate Circle Boca Raton, FL 33487 800-622-4123

November 09, 2023

R.O.W. PRO LLC 2143 Highway 348 Blue Springs, MS 38828-9368

EFFECTIVE DATE: 11/02/2023 **EXPIRATION DATE:** 11/02/2024

BINDER NUMBER: 23-41149-23313-308111

FED ID NUMBER: 42-6776000 **APPLICATION ID:** 51133265

APPLICANT NAME: R.O.W. PRO LLC

RE: WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY BINDER

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INSURANCE COMPANY:

AMFED NATIONAL INSURANCE COMPANY CLAUDINE BURKES 576 HIGHLAND COLONY PARKWAY, SUITE 300 RIDGELAND, MS 39157 (601) 427-3858 NCCIRMAPS@amfed.com

AGENCY NAME:

FULTON INSURANCE INC 1601 S ADAMS ST FULTON, MS 38843-0639 (662) 862-3111 steveg@fultoninsurance.net

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Printed Date: Nov 9, 2023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (Item # 28.

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

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

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				Richey Rley						



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November 09, 2023

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POST IN A CONSPICUOUS **PLACE**

City of Tupelo License Nur Privilege Tax License 33863

Item # 28.

Business Name & Address:

ROW PRO LLC

2143 HWY 348 BLUE SPRINGS, MS 38828

Issue Date:

10/01/2023

Expire Date: 09/30/2024

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in

Business as:

Location:

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI



Business License

City Clerk/Tax Collector

This License is NOT Transferable

Download confirmation (#57638)

City of Tupelo, MS Bids <no-reply@reproconnect.com>

Fri 10/13/2023 9:27 AM

To:Caleb Robison <carolmr.p.2023@gmail.com>



www.tupelomsbids.com

Download confirmation #57638

If needed you may re-download your zip file within the next few hours.

2023-051WL Electric Line Right-of-Way Line Clearing

Folder	File		Price
All	All		\$10.00
		Subtotal	\$10.00
		Tax (7.25%)	\$0.73
		Total	\$10.73
		Paid with Credit Card	\$10.73

If you have any questions, Please contact Support at (662) 407-0193

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

TO: Traci Dillard

Purchasing Agent City of Tupelo

71 East Troy Street

P.O. Box 588

Tupelo, MS 38804

Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No	Dated
-------------	-------

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Working Supervisor	<u>\$ 30</u>	<u>\$ 50 </u>
Working Foreman	\$ 25	s <u>40</u>
Trimmer	\$ 2 0	<u>\$ 30 </u>
Groundman	\$_15	s 25

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Bucket Truck	<u>\$_100</u>	\$ <u></u> 200
Chipper Truck	<u>\$50</u>	\$100
Pickup Truck	\$ 20	<u>\$ 40 </u>
Chipper	\$_ 2 ,O	s 40
Power Saw	\$ <u>8</u> 0	s <u>40</u>
Tractor and Bush Hog	\$ <u>25</u>	\$ 50

BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	<u>Rate per Hour</u>
	<u> </u>
	<u> </u>
	<u> </u>

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

CONTRACTOR

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

BY: Richard Brian Corbett TITLE: Owner ADDRESS: 2019 Buse St. Tupelo, MS 38804 TELEPHONE NO.: (068-401-4587) DATE SIGNED: 10/30/23

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 30 [±] Owner:	b of October	, 2023 between the
Tupelo Water & Light Depa	rtment	
P.O. Box 588		
Tupelo, MS 38802-0588		
and the Contractor: BGB Tree Services, LLC 2019 Buse St. Tupelo, MS 38504		
The Contractor is a (check and cor	•	G.
Corporation solely org		der the laws of the State of
	•	Merica
IUpuo	, Lee	<u> </u>
(City)	(County)	(State)
Partnership of the f	following (List all Partne	ers)
Partnership of the f	following (Sole Proprieto	orship)
The Contractor's taxpayer ic	lentification number is ${\color{red}c}$	13-1721488.
THE WORK COVERED BY THIS	AGREEMENT IS AS FO	LLOWS:
Tree trimming and associate	ed debris removal in th	e Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

CONTRACTED WORK

SECTION 1 SCOPE OF WORK

A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

B. Removal Criteria shall be as follows:

- Undesirable fast-growing tree species.
- 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
- Trees which are left unsightly because of excess trimming.
- 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
- Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
- Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors.
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
 - Owner's overhead lines are not directly involved.
 - Low growing trees or shrubs that cause little interference with electric service.
 - 3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

- authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.
- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,

or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 **INSURANCE**

- The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:
 - Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
 - Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
 - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
 - Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
 - Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
 - Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.
- The Contractor's limits of liability shall be written for not less than the following: В.

1. GENERAL LIABILITY:

Commercial General Liability General Aggregate

Products & Completed Operations Personal & Advertising Injury Bodily Injury and Property Damage

Fire Damage Liability

Medical Expense

\$2,000,000 Aggregate \$2,000,000 Aggregate \$1,000,000 Per Occurrence

\$1,000,000 Per Occurrence \$50,000 Per Occurrence \$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage Injury & Property Damage

\$1,000,000 Aggregate Bodily \$500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage\$ 500,000 Per Occurrence (Combined Single Limit)

Contractor Insurance Option Number 2:

4. EXCESS LIABILITY:

Bodily Injury & Property Damage\$1,000,000 Aggregate (Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident	\$100,000 Per Occurrence
Disease	\$500,000 Policy Limit
Disease	\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	30	50
Foreman	25	40
Trimmer	20	30
Groundman	15	25

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	STORM HOURLY RATE PER VEHICLE
Bucket Truck	100	200
Chipper Truck	50	(00
Pick-up Truck	20	40
Chipper	20	40
Power Saw	<i>8</i> 0	40
Tractor & Bush Hog	25	50
	\$325 hr	# (a15/hr

B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
 - 1. Labor and equipment types with associated hours
 - 2. Number of trees trimmed
 - 3. Number of trees removed by diameter class
 - Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

ATTEST:	CITY OF TUPELO WATER & LIGHT DEPARTMENT
	SIGNATURE:
	NAME:
	TITLE:
	DATE:
ATTECH	CONTRACTOR
ATTEST:	NAME: Pichard Brian Corbett
	NAME: Richard Brian Corbett
	TITLE: Owner
	DATE: 10/30/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3(Item # 28.

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE ON INSURANCE DOES NOT CONSTITUTE A CONTINUATE BESTURENT THE ISSURIES INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. MIPORTATIF the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBRIGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not conterfrights to the certificate holder in line of such endorsement(s). PRODUCER SOUTHER INSURED CONTROL INSURANCE AND AND AND ADDITIONAL INSURED Provisions or be endorsed. If SUBRIGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not conterfrights to the certificate holder in line of such endorsements. PRODUCER REVISION INSURED CONTROL	CERTIFICATE DOES NOT AFFIRMATIVELY OR NECATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DISES NOT CONSTRUCTIVE A CONTRACT BETWEEN THE ISSUING INSURED, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. MIPORIANT: The certificate holder is an ADDITIONAL INSURED, the policy (serial policies may require an endorsement. A statement on this certificate does not contert rights to the certificate holder in an ADDITIONAL INSURED provisions or be endorsed. If ISUBROGATION IS WANTED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not contert rights to the certificate holder in lau of auch endorsements. **PRODUCER** **RECOLLER**	-	THIS CERTIFICATE IS ISSUED AS A	MA.	TTER	OF INFORMATION ON	Y AN	D CONFERS NO	RIGHTS UPO	N THE CERTIFICATE H	OLDER. TI	ils
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Attention: ACORD 25 (2016/03) Certificate # 55210

Revision#

Peter Keyes Lic#

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- 304 -The ACORD name and

gistered marks of ACORD

Specifications and Proposal

For

Electric Line Right-of-Way Line Clearing Services

Bid No. 2023-051WL

October 17, 2023



Tupelo Water & Light Department P.O. 588 Tupelo, MS 38802-0588

Publication Dates: October 17, 2023 & October 24, 2023

BID Opening Date: November 14, 2023 at 10:00 AM

LEGAL NOTICE CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, P.O. Box 1485, Tupelo, MS 38802-1485; 71 East Troy Street, Tupelo MS 38804 until 10:00 am November 14, 2023, for the following:

Electric Line Right-of-Way Line Clearing Services Bid # 2023-051WL

Official bid documents can be downloaded from www.tupelomsbids.com for a fee. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. For any questions relating to the electronic bid process, please call PH Bidding Group at 662-407-0193.

CITY OF TUPELO
PURCHASING
Traci Dillard
662-841-6456
Traci.Dillard@tupeloms.gov

Please run the legal ad stated above on October 17, 2023, and October 24, 2023

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 14, 2023

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services Bid No. 2023-051WL

See attached specifiations

If you have any questions concerning this bid, please contact: Johnny Timmons, Manager TW&L, 662-841-6460 Al Jones, Electrical Superintendent TW&L, 662-841-6460

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 PH Bidding Group at 662-407-0193.

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

Traci Dillard
Purchasing Agent
City of Tupelo, MS
662-841-6456
Traci.Dillard@tupeloms.gov

DATE 10 30 23
BIDDER BGB Tree Services, LLC
ADDRESS 2019 Buse Street Tupe to MS 38804
TELEPHONE 662-401-4587
SIGNATURE BUN AND

CONDITION:

- The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
- Time, in connection with discount offered, will be computed from date of delivery of supplies
 to carrier when final inspection an acceptance are at point of origin, or from date of delivery at
 destination or from date correct bill or voucher properly certified by the contractor is received
 if the latter date is later than the date of delivery.
- 3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
- 4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, of any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
- 5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER:

- 1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
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- Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

GENERAL BIDDER REQUIREMENTS:

- 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
- 2. The bidder shall sign and date the bid at the bottom of the form.
- 3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
- 4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

GENERAL SPECIFICATIONS:

- 1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
- 2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
- 3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
- 4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
- 5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

INSTRUCTIONS TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARNING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED - BID NO. 2023-05/WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: BGB Tree Services, LLC

ADDRESS: 2019 Buse Street Tupelo, MS 38804

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Traci Dillard Purchasing Agent City of Tupelo P.O. Box 1485 Tupelo, MS 38802-1485

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 regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

<u>Labor:</u>	
1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman
Equipment:	
1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

TO: Traci Dillard
Purchasing Agent
City of Tupelo

71 East Troy Street

P.O. Box 588

Tupelo, MS 38804

Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum NoN/A	Dated	N/A	

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours <u>Rate per Hour</u>
Working Supervisor	\$46.25	\$_69.38
Working Foreman	\$_46.25	\$ 69.38
Trimmer	\$44.25	\$_66.38
Groundman	\$_37.25	\$ 55.88

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Bucket Truck	\$_60.00	\$_60.00
Chipper Truck	\$_27.50	\$_27.50
Pickup Truck	\$_20.00	\$_20.00
Chipper	\$15.00	\$_15.00
Power Saw	\$_20.00	\$_20.00
Tractor and Bush Hog	\$_40.00	\$_40.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment</u>	Rate per Hour
70' Bucket truck	\$_80.00
Skytrim	\$_80.00
	\$
	\$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY: Joseph Miller
TITLE: CFO
ADDRESS: 520 Mineral Trace, Suite C, Hoover, AL 35244
TELEPHONE NO.: 205-637-6459
DATE SIGNED: 11/13/2023



Cahaba Disaster Recovery, LLC 520 Mineral Trace, Suite C Hoover, AL 35244 205-637-6459 drichards@cahabadisaster.com

Cahaba Disaster Recovery LLC has vast experience in hazardous tree removal, flush cut, mulching debris, right of way clearing and maintenance, disaster management, disaster relief services and debris management amassed over the past 40 plus years. We are fully capable and equipped to perform successful line clearance jobs. We have multi years of hands-on line clearance experience in multiple states. You will receive not only exceptional line clearance services from us; you will also get extended knowledge and ability, from Cahaba, to complete most any vegetation removal task that you lay before us.

Our objectives are and have been to integrate experienced and qualified management, momentous manpower and equipment resources specific to supporting the job at hand. Cahaba Disaster Recovery LLC is capable of responding to multiple work/purchase orders simultaneously. Cahaba Disaster Recovery LLC owns and can mobilize substantial numbers of line clearance crews, grounds maintenance crews, right of way clearing crews, trucks, specialized and heavy equipment, and specialized attachments, designed and maintained for immediate response.

Cahaba Disaster Recovery, LLC is committed to excellence and execution of all work performed by us.

Cahaba Disaster Recovery, LLC has accumulated electrical line clearance experience, disaster and debris management, waterway debris removal, disaster relief services, technical assistance, project management and temporary disposal site management independently and with affiliated companies. We have developed long lasting relationships with our employees, subcontractors and customers through these experiences. We have also maintained a credible track record of on-time service and fiscal responsibility.

Cahaba Disaster Recovery, LLC strives to have a professional, honest, and immediate response to all work orders, task orders and contracts. We are also capable of responding with numerous work crews simultaneously to multiple disasters and can mobilize a sufficient number of self-loaders, barges, specialized equipment, heavy equipment and specialized attachments for varying types of equipment that are designed and maintained for immediate natural disaster response.



Our work history shows our longevity in line clearance, ROW maintenance and disaster recovery (to name a few) and our ability to finish multiple contracts at one time. We have worked with FEMA and non-FEMA funded projects. Our knowledge and understanding of both types of programs makes us unbelievably valuable when it comes to rules, regulations, appropriate disposal methods and billing.

We are financially stable to cover all of our own operating costs and will be responsible for all permit, license fees, and maintenance of equipment. Cahaba Disaster Recovery, LLC will keep our equipment in proper working condition and in a manner that is adequate to accomplish contracted services. Our bonding capacity is for projects is \$5,000,000.00 single with total bonding capacity of \$10,000,000.00.

If you have any questions, please reach to me.

Best Regards Donna Richards Cahaba Disaster Recovery, LLC 205-637-6459

Item # 28.

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

3/02/2023

DATE (MI

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

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

PRODUCER	CONTACT Karen Rodda			
Harmon Dennis Bradshaw, Inc.	PHONE (AJC, No, Ext): 334 273-7277	334-273-9197		
334-273-7277 P.O. Box 241667 Montgomery, AL 36124	E-MAIL ADDRESS: krodda@hdbinsurance.com			
	INSURER(S) AFFORDING	NAIC#		
	INSURER A: Evanston Insurance Company	35378		
Cahaba Disaster Recovery, LLC. 520 Mineral Trace, Ste. C Hoover, AL 35244	INSURER B : Midwest Employers Casualty C	23612		
	INSURER C : Navigators Specialty Insurance	36056		
	INSURER D : State Auto Insurance			
	INSURER E : Alabama Associated General C			
	INSURER F : Starr Indemnity & Liability			

COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:**

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

ISR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC	X	X	MKLV2PBC001788			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$50,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
D	OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY	X	X	10161125CA	01/13/2023	1	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION\$					-	EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC009234 BP192-2023-AL	01/05/2023 01/05/2023	01/01/2024	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$1,000,000
- 1			111	NY23ECPX00133NC ITA100065173322	01/05/2023 03/31/2022		2,000,000 Per Schedule	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Evidence of Insurance for Bid Purposes

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
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October 25, 2023

City of Tupelo Attn: Traci Dillard 71 East Troy Street Tupelo, MS 38804

Dear Ms. Dillard,

Thank you for the opportunity to provide the City of Tupelo with this proposal for in support of RFP 2023-051WL.

If you have any questions, please feel free to contact us any time.

Sincerely,

Kurt W. Goodman

plut Wi Stooden

President

Specifications and Proposal

For

Electric Line Right-of-Way Line Clearing Services

Bid No. 2023-051WL

October 17, 2023



Tupelo Water & Light Department P.O. 588 Tupelo, MS 38802-0588

Publication Dates: October 17, 2023 & October 24, 2023

BID Opening Date: November 14, 2023 at 10:00 AM

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CITY OF TUPELO PURCHASING Traci Dillard 662-841-6456 Traci.Dillard@tupeloms.gov

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Electric Line Right-of-Way Clearing Services Bid No. 2023-051WL

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Al Jones, Electrical Superintendent TW&L, 662-841-6460

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

Traci Dillard
Purchasing Agent
City of Tupelo, MS
662-841-6456
Traci.Dillard@tupeloms.gov

DATE	October 25, 2023
BIDDER	Kendall Vegetation Services
ADDRES	PO Box 831 Lawrenceville, GA 30046
TELEPHO	ONE 770-963-6017
SIGNATU	JRE_ Hut W. Stooder

CONDITION:

- 1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
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- 3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
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BID ENCLOSED - BID NO. 2023 - 051WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Kendall Vegetation Services

ADDRESS: PO Box 831 Lawrenceville, GA 30046

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Traci Dillard
Purchasing Agent
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

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 regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

-		•			
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	a	U	•	"	

1 Each Working Supervisor

1 Each Working Foreman

1 Each Trimmer

1 Each Groundman

Equipment:

1 Each Bucket Truck

1 Each Chipper Truck

1 Each Pickup Truck

1 Each Chipper

1 Lot Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

TO: Traci Dillard

Purchasing Agent City of Tupelo

71 East Troy Street P.O. Box 588

Tupelo, MS 38804 Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No.	Dated

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Working Supervisor	<u>\$47.22</u>	<u>\$</u> 70.82
Working Foreman	<u>\$42.83</u>	<u>\$64.24</u>
Trimmer	\$ <u>40.88</u>	\$ <u>61.32</u>
Groundman	<u>\$31.15</u>	<u>\$46.72</u>

Per diem for any out of town employee erson/day) \$125

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Bucket Truck	<u>\$25.77</u>	<u>\$</u> 25.77
Chipper Truck	\$ <u>16.77</u>	<u>\$</u> 16.77
Pickup Truck	\$ <u>12.50</u>	<u>\$</u> 12.50
Chipper	\$_6.50	\$ 6.50
Power Saw	\$ <u>1.50</u>	\$ <u>1.50</u>
Tractor and Bush Hog	\$ <u>35.00</u>	<u>\$</u> 35.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment</u>	Rate per Hour
	 \$
	 \$
	 \$
	\$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY: Hut Wi Atorder	
TITLE:	
President	
ADDRESS:	
PO Box 831 Lawrenceville, GA 30046	
TELEPHONE NO.:	
770-963-6017	
DATE SIGNED:	
October 25, 2023	

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the Owner:	of	, 2023 between the
Tupelo Water & Light De P.O. Box 588	epartment	
Tupelo, MS 38802-0588		
and the Contractor:		
The Contractor is a (check and	complete one of the foll	lowing):
X Corporation solely and having its prin	-	under the laws of the State of Georgia
Lawrenceville	_, Gwinnett	
(City)	(Count	
Partnership of the	he following (List all Pa	rtners)
Partnership of the	he following (Sole Prop	rietorship)
The Contractor's taxpaye	r identification number	is <u>58-1083960</u> .
THE WORK COVERED BY TH	IIS AGREEMENT IS AS	FOLLOWS:
Tree trimming and associated	ciated debris removal in	n the Owner's electric service area.
THE OWNER AND THE CO		TO THE TERMS SET FORTH IN

CONTRACTED WORK

SECTION 1 SCOPE OF WORK

A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

B. Removal Criteria shall be as follows:

- 1. Undesirable fast-growing tree species.
- 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
- 3. Trees which are left unsightly because of excess trimming.
- 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
- 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
- 6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors.
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
 - Owner's overhead lines are not directly involved.
 - 2. Low growing trees or shrubs that cause little interference with electric service.
 - 3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

- authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.
- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

<u>SECTION 5</u> INSPECTION OF WORK

A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,

or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:
 - 1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
 - 4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
 - 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
 - 6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
 - 7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.
- B. The Contractor's limits of liability shall be written for not less than the following:

GENERAL LIABILITY:

Commercial General Liability

General Aggregate \$2,000,000 Aggregate
Products & Completed Operations \$2,000,000 Aggregate
Personal & Advertising Injury \$1,000,000 Per Occurrence
Bodily Injury and Property Damage \$1,000,000 Per Occurrence
Fire Damage Liability \$50,000 Per Occurrence
Medical Expense \$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage \$1,000,000 Aggregate Bodily Injury & Property Damage \$500,000 Per Occurrence

AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage\$ 500,000 Per Occurrence (Combined Single Limit)

Contractor Insurance Option Number 2:

4. EXCESS LIABILITY:

Bodily Injury & Property Damage\$1,000,000 Aggregate (Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident	\$100,000 Per Occurrence
Disease	\$500,000 Policy Limit
Disease	\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	47.22	70.82
Foreman	42.83	64.24
Trimmer	40.88	61.32
Groundman	31.15	46.72

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	STORM HOURLY RATE PER VEHICLE
Bucket Truck	25.77	25.77
Chipper Truck	16.77	16.77
Pick-up Truck	12.50	12.50
Chipper	6.50	6.50
Power Saw	1.50	1.50
Tractor & Bush Hog	35.00	35.00

B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
 - 1. Labor and equipment types with associated hours
 - 2. Number of trees trimmed
 - 3. Number of trees removed by diameter class
 - 4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CITY OF THEFT O MATTER & HIGHT DEPARTMENT

ATTEST:	CITT OF TOTELO WATER & LIGHT DEFARTMENT
	SIGNATURE:
	NAME:
	TITLE:
	DATE:
ATTEST:	CONTRACTOR
Dans M. Fieldon	SIGNATURE: 2 Hunt WI Stander
	NAME: Kurt W. Goodman
	TITLE: President
	DATE: October 25, 2023



Letter of Transmittal

October 25, 2023

RE: Electric Line Right-of-Way Line Clearing Services

Dear Tupelo Water & Light:

Enclosed you will find the proposal for Looks Great Services of MS, Inc. (LGS). This response provides a concise, but detailed look at LGS and its utility line experience and performance.

The scope of work will vary and LGS will continue to work with the City to ensure that all items in the scope of work are handled in the most efficient way as to reduce the impact to the City's residents. LGS will make it a top priority to continue to complete the work in a timely manner and in accordance with all local, state, and federal regulations. LGS remains committed to providing all necessary resources needed to perform the scope of work as per the specifications. LGS is also committed to maintaining any applicable licenses or certifications necessary.

LGS has a solid background in vegetative utility line maintenance and by submission of this proposal confirms that it has not performed substandard work. LGS has 20 years of experience in helping places like Tupelo with vegetative utility line maintenance. Having managed more than 70 contracts across the Eastern United States and Puerto Rico, LGS is adept in assembling successful teams. In addition to LGS' management team, an extensive cadre of local and national subcontractors, who are prequalified with LGS, are available to respond to the needs of the City.

LGS understands the importance of having a knowledgeable team that is familiar with FEMA regulations and is adaptable to all requirements specified by the City. LGS will appoint dedicated team members to work with the City to provide technical assistance, operational methodology, and quality control. In addition, LGS management will oversee the DBE/MBE subcontractor utilization, local landfill coordination, and that environmental concerns and safety compliance remain a top priority.

LGS meets or exceeds licensing and insurance requirements needed for these types of projects. Specifically, LGS has an aggregate of 10 million dollars in liability coverage and a 2-million-dollar environmental pollution policy. For convenience, a certificate of insurance has been included in this proposal.

LGS takes great pride in the services it provides and looks forward to getting the opportunity to continue working with Tupelo Water & Light and provide the same outstanding services.

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ion on the title page of this proposal.

Sincerely,

Kristian Agoglia Vice President

Looks Great Services of MS, Inc.



Bonding, Insurance, Licenses, and Certificates

Letter of Bonding



September 19, 2023

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that Looks Great Services of MS, Inc. is set up for bonding with Fidelity and Deposit Company of Maryland.

Our company represents Looks Great Services of MS, Inc. for all of their bonding needs and has found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their past experience, we will consider single jobs of \$100,000,000.00 with an aggregate program of \$200,000,000.00. Fidelity and Deposit Company of Maryland will favorably consider providing a 100% Performance and 100% Payment bond, providing a contract is awarded to, and executed by Looks Great Services of MS, Inc.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Cadence Insurance, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry

16 Thompson Park - Hattiesburg, MS 39401 - 601-544-8703 - Fax 877-288-0152 - www.cadenceinsurance.com



Certificate of Liability Insurance

	 _		
	 -	-	®
A		KL	,
-	/		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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

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

PRODUCER	CONTACT NAME: Daphne Coleman		
Cadence Insurance 16 Thompson Park Hattiesburg MS 39401	PHONE (A/C, No, Ext): 601-554-7321	FAX (A/C, No): 877-288-0152	
	E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com		
N. COOLINGS P. C.	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: American Guarantee and Liability Ins Co		
INSURED LOOKGRE-0	INSURER B: Markel American Ins. Co.	28932	
Looks Great Services of MS, Inc. 1501 Highway 13 North	INSURER C: Old Republic Insurance Co.	24147	
Columbia MS 39429	INSURER D: Illinois Union Insurance Company	27960	
	INSURER E :		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 1383107248 REVISION NUMBER:**

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

NSR TR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
С	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Υ	Υ	MWZY31369223	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 500,000
							MED EXP (Any one person)	s 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 4,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:						Per Project Agg Cap	\$ 10,000,000
С	AUTOMOBILE LIABILITY	Y	Υ	MWTB31369123	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS			BODILY INJURY (Per accident)	\$			
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR	Υ	Υ	AUC019344807	2/1/2023	2/1/2024	EACH OCCURRENCE	\$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s 8,000,000 s
С	WORKERS COMPENSATION		Υ	MWC31369023	2/1/2023	2/1/2024	X PER STATUTE OTH-	3
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
BD	Rented/Leased Equipment Pollution			MKLM4IM0053557 CPYG28206690004	4/14/2023 1/12/2023	4/14/2024 1/12/2025	Per Item/Occurrence Occur/Agg	\$300,000 \$2,000,000

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

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

Belief a Liability.

Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.

Blanket Waiver of Subrogation.

Liability assumed in an "Insured Contract" as defined by policy.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

City of Tupelo P.O. Box 1485 Tupelo MS 38802

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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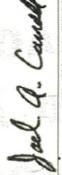
Mississippi Contractor's License

CTIVE

LOOKS GREAT SERVICES OF MS, INC. 1501 HIGHWAY 13 NORTH COLUMBIA, MS 39429 is duly registered and entitled to perform

1) CLEARING, GRUBBING, SNAGGING 2) HEAVY CONSTRUCTION
3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
5) RIGHT OF WAY CLEARING 6) TREE TRIMMING

The contract and canded the (Seal of the Bississipple) of CERTIFICATE OF RESPONSIBILITY NO. 18782-MC



CHAIRMAN OF THE BOARD

Looks Great Services of MS, Inc.



ISA Arborist License

The International Society of Arboriculture

Hereby Announces That

Kristian Agoglia

Has Earned the Credential

ISA Certified Arborist®

through demonstrated attainment of relevant competencies as supported by By successfully meeting ISA Certified Arborist certification requirements the ISA Credentialing Council



Expiration Date

Issue Date

Certification Number

NY-5396A



#0847 ISA Certified Arborist













WBENC WOSB Certification



JOIN FORCES, SUCCEED TOGETHER. NATIONAL COUNCIL

WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO HEREBY GRANTS

LOOKS GREAT SERVICES OF MS, INC.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb

- 347 -

hat makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Phala Mire, Women's Business Enterprise Council - South President

SYNTH I

Pamela Prince-Easton, WBENC President & Saul a River Later

LaKesha White, Vice President, Certification

70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508

Yolanda Agoglia

Majority Female Owner.

SBA WOSB Expiration Date: 11/30/2024

Certification Number: WOSB210490

NAICS: 624230, 561730 UNSPSC: 70111501,

Renewal Date: November 30, 2022



Financial Capability



"The People's Choice Community Bank" 1075 HWY 98 • P.O. BOX 268 COLUMBIA, MS 39429-0268 601-736-6378

June 22, 2022

Re: Looks Great Services of MS, Inc.

To Whom It May Concern:

Looks Great Services of MS, Inc. has been a customer of First Southern Bank for many years and they are in good standing with us. At this time, Looks Great Services of MS, Inc. has sufficient working capital to support and fund projects up to \$10,000,000.00.

Sincerely,

Len Cooke

Leu Cake

EVP/CLO





661 Sunnybrook Road Suite 100 Ridgeland, MS 39157

601.326.1000 888.821.0202

HORNE.COM

January 10, 2022

Re: Looks Great Services, Inc.

Looks Great Services of MS, Inc.

To Whom It May Concern:

Please let this letter serve as evidence of financial capacity of the Looks Great Services ("LGS") Companies. I have served as the outside accountant for the past 2 years.

The LGS Companies have more than adequate capacity to fund contract operational expenses as needed. The combined companies have in excess of \$10 million dollars of working capital.

Should you need any further information or have any questions regarding this letter, please feel free to call me at (601)-326-1326.

Sincerely,

HORNE

Wes T. Winborne, CPA

Partner

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 14, 2023

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services Bid No. 2023-051WL

See attached specifiations

If you have any questions concerning this bid, please contact: Johnny Timmons, Manager TW&L, 662-841-6460
Al Jones, Electrical Superintendent TW&L, 662-841-6460

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 regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

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

Traci Dillard
Purchasing Agent
City of Tupelo, MS
662-841-6456
Traci.Dillard@tupeloms.gov

DATE 10	0/20/2023
BIDDER	Looks Great Services of MS, Inc.
	_S 1501 Highway 13 North, Columbia, MS 39429
	ONE 601-736-0037
SIGNATU	URE KANY

CONDITION:

- 1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
- Time, in connection with discount offered, will be computed from date of delivery of supplies
 to carrier when final inspection an acceptance are at point of origin, or from date of delivery at
 destination or from date correct bill or voucher properly certified by the contractor is received
 if the latter date is later than the date of delivery.
- 3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
- 4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, of any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
- 5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER:

- 1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
- Prices should be stated in units of quantity specified, with packing included.
- Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
- Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

GENERAL BIDDER REQUIREMENTS:

- 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
- 2. The bidder shall sign and date the bid at the bottom of the form.
- 3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
- 4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

GENERAL SPECIFICATIONS:

- The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
- 2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
- 3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
- 4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
- 5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

INSTRUCTIONS TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARNING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED - BID NO. 2023-051WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Looks Great Services of MS, Inc.

ADDRESS: 1501 Highway 13 North, Columbia, MS 39429

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Traci Dillard
Purchasing Agent
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

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 regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

<u>Labor:</u>	
1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman
Equipment:	
1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES TUPELO WATER & LIGHT DEPARTMENT TUPELO, MISSISSIPPI

TO: Traci Dillard
Purchasing Agent

City of Tupelo
71 East Troy Street

P.O. Box 588

Tupelo, MS 38804

Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No.	Dated

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

	Straight Time	After-Hours
<u>Classification</u>	Rate per Hour	Rate per Hour
Working Supervisor	_{\$} 92.00	_{\$} 120.00
Working Foreman	_{\$} 82.00	_{\$} 106.00
Trimmer	_{\$} 72.00	_{\$} 94.00
Groundman	_{\$} 62.00	_{\$} 80.00

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time <u>Rate per Hour</u>	After-Hours <u>Rate per Hour</u>
Bucket Truck	_{\$} 65.00	_{\$} _85.00
Chipper Truck	_{\$} _50.00	_{\$} 65.00
Pickup Truck	_{\$} 20.00	_{\$} 26.00
Chipper	_{\$} 15.00	_{\$} 20.00
Power Saw	_{\$} 2.00	_{\$} 3.00
Tractor and Bush Hog	_{\$} 85.00	_{\$} 110.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment</u>			Rate per Hour
	an		 \$
		char	 \$
****			 \$
	_		 \$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

LOOKS GREAT SERVICES OF MS, INC.

BY: ///	
Kristian Agoglia	
TITLE:	
Vice President	
ADDRESS:	
1501 Highway 13 North	
Columbia, MS 39429	
FELEPHONE NO.:	
501-736-0037	
DATE SIGNED:	
10/25/2023	

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made theOwner:	of	, 2023 between th	ne
Tupelo Water & Light D P.O. Box 588	epartment		
Tupelo, MS 38802-0588			
and the Contractor:			
Looks Great Services of 1 1501 Highway 13 North Columbia, MS 39429	MS, Inc.		
The Contractor is a (check and Corporation solely MS and having its pringle)	organized and exist	following): ting under the laws of the State of	Ē
Columbia	_, Marion	_, Mississippi	
(City)	(Coı	ounty) (Stat	te)
Partnership of t	he following (List all	l Partners)	
Partnership of t	he following (Sole Pr	roprietorship)	
The Contractor's taxpaye	r identification numb	ber is <u>27-4125328</u> .	
THE WORK COVERED BY TH	IIS AGREEMENT IS	AS FOLLOWS:	
Tree trimming and associated	ciated debris remova	al in the Owner's electric service	area.
THE OWNER AND THE CARTICLES 1 THROUGH 7, IN		REE TO THE TERMS SET FOR DOCUMENT, AS FOLLOWS:	II HT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen Reed, Assistant City Attorney

DATE November 15, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF AN AMENDMENT TO THE CITY OF

TUPELO EMPLOYEE HANDBOOK POLICY 608: (DRUG AND ALCOHOL-

FREE WORKPLACE (TABLED AT OCTOBER 3, 2023 MEETING) SR

Request:

This item is currently on the table.



City of Tupelo Employee Handbook	Policy#	608
Sec. 6 – Employee Conduct	Effective Date	
608 Drug and Alcohol-Free Workplace	Supersedes:	1/1/19

608 Drug and Alcohol-Free Workplace

The employees of the City of Tupelo carry out duties and job functions ranging from law enforcement, security, firefighting, operation of vehicles and equipment and daily interaction with fellow employees and all ages of the general public which directly or incidentally affect public health or safety. It is the City of Tupelo's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, all employees are required to report to work in an appropriate mental and physical condition necessary to perform the duties and functions of their employment with the City of Tupelo.

Employees shall not manufacture, sell, distribute, solicitate, possess with intent to sell or distribute, or use alcohol or any other drug, while on duty and whether on or off any premises owned or occupied by the City of Tupelo, subject to the provisions contained in this Policy. The legal use of medically prescribed drugs, except as prescribed in Policy 608.1, is permitted while the employee is on-duty only if it does not impair an employee's ability to perform the essential functions of the job and does not endanger other individuals in the workplace or the general public.

Employees are hereby noticed of the Drug-Free Workplace Workers' Compensation Premium Reduction Act contained in Miss. Code Ann. § 71-3-201 *et seq.* (1972, as amended), the Federal Drug-Free Workplace Act contained in 41 U.S.C.A. § 8102, *et seq.*, and the existence of all rights, privileges, and obligations contained in the aforesaid code sections. All records, documents and communications made by and between the City of Tupelo and an employee related to the Drug-Free Workplace Policy shall be maintained confidentially unless otherwise compelled by law to produce those records, documents or communications.

To enforce this policy, all employees of the City of Tupelo are subject to the Drug and Alcohol Testing Program contained in policy 608.2. If an employee tests positive for any alcohol, drug or other substance in violation of this policy, or any other employment policy, the employee shall experience disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences in accordance with the laws of the State of Mississippi and the United States of America. As a part of this policy, employees shall notify the City of Tupelo of any criminal drug statute conviction for a violation occurring in the workplace no later than 5-days after the conviction.

608.1 Medical Cannabis

In accordance with the terms of the Mississippi Medical Cannabis Act (Miss. Code Ann. § 41-137-1, *et seq.*), the City of Tupelo is in no way obligated to allow the use, ingestion, or possession of medical cannabis or any medical cannabis product by employees while employed by the City of Tupelo; nor is the City of Tupelo prohibited from refusing to hire, discharging, disciplining, or otherwise taking an adverse employment action against an individual with respect to hiring, discharging, tenure, terms, conditions, or privileges of employment as a result, in whole or in part, of that individual's use of medical cannabis or any medical cannabis product, regardless of the individual's impairment or lack of impairment resulting from the medical use of medical cannabis.

All employees of the City of Tupelo are prohibited from possessing, smoking, ingesting, or otherwise engaging in the use of, or being under the influence of, medical cannabis, regardless of form or characteristic, while on duty or on any premises owned or occupied by the City of Tupelo. Any employee



City of Tupelo Employee Handbook	Policy#	608
Sec. 6 – Employee Conduct	Effective Date	
608 Drug and Alcohol-Free Workplace	Supersedes:	1/1/19

having participated in a properly issued drug screening test in accordance with Policy 608.2, and is shown to have the presence of any medical cannabis-related intoxicant (including, but not limited to, THC) in their system, shall be in violation of this policy. Employees who violate the drug-free workplace policy remain subject to disciplinary action, up to and including termination of employment.

608.2 Drug and Alcohol Testing

The City of Tupelo finds that, as a matter of policy, employees shall not possess, use or sell illegal drugs and should not be under the influence of any intoxicating substance while on duty. To enforce the City's policies concerning the possession and use of drugs and alcohol by employees and candidates for employment, the City of Tupelo shall conduct random and routine testing for the presence of drugs and alcohol. This policy is implemented in accordance with Miss. Code Ann. § 71-7-1 *et seq.*, otherwise known as the Mississippi Drug and Alcohol Testing Act. Employees of the City of Tupelo are hereby advised of their rights and obligations contained in the Act.

Circumstances Under Which Testing Will Occur

The following is a description of the circumstances under which City of Tupelo employees will be required to undergo drug and alcohol testing:

- a. The City of Tupelo will require all applicants for employment to undergo a post-offer, pre-employment fitness for duty medical examination to determine each employee's physical and mental readiness to perform the essential functions of the job. As a part of this medical examination, a drug and alcohol test will be conducted to ensure that each employee is able to perform the essential functions of the job. Refusal to submit to the test will be grounds for withdrawal of the offer of employment. A confirmed positive test result will also be grounds for the withdrawal of any offer of employment or termination if results are obtained after the first day of employment.
- b. The City of Tupelo will allow reasonable suspicion drug and alcohol testing based on a belief that an employee is using or has used drugs and/or alcohol in violation of the polices of the City of Tupelo. Reasonable belief under this policy that an employee is using or has used drugs and/or alcohol in violation of the policies of the City of Tupelo will be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. And may be based upon, among other things, the following:
 - a. Observable phenomena, such as direct observation of drug and alcohol use and/or symptoms or manifestations of being under the influence of a drug or alcohol;
 - b. Abnormal conduct or erratic behavior while at work, excessive or pattern absenteeism, excessive tardiness, or marked deterioration in work performance;
 - c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
 - d. Evidence that an individual has tampered with a drug and alcohol test during his employment with the City of Tupelo;
 - e. Information that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while performing any job, duty, task or assignment related to their employment with the City of Tupelo, whether on premises or not.
- c. The City of Tupelo, through an independent provider, will conduct random, neutral selection drug and alcohol tests which shall be required of all employees.



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d. The City of Tupelo, through an independent provider, may also require an employee to be tested for the presence of drugs and/or alcohol in the event that there is an on-the-job accident or incident that results in actual or potential damage to any property or harm to any person. The employee shall be required to be available for testing immediately following the accident/incident and for the next 32-hours immediately after the accident/incident and shall refrain from the use of drugs and alcohol until testing is complete.

Substances Tested For

The City of Tupelo may test employees for the presence of alcohol, marijuana, tetrahydrocannabinol (THC), cocaine, amphetamines, opiates, phencyclidine (PCP or Angel Dust), and/or any other substance having psychological and/or physiological effects on a human being, including controlled dangerous substances and controlled substance analogs or volatile substances, which through its deliberate introduction into the body, may impair a person's ability to perform any task, assignment, duty or function of their employment. The City of Tupelo reserves the right to add additional substances to the testing protocol on a determination that the best interest of the City of Tupelo will be served. The addition of a substance or substances to the testing protocol will only be done following a thirty (30) day employee notification period.

Effect of a Positive Drug and/or Alcohol Test Result

Any employee who has a positive test result for any of the substances listed above or who otherwise violates this policy will experience disciplinary action, up to and including immediate termination of employment. An employee who refuses to submit to drug and alcohol testing administered in accordance with this policy shall be immediately terminated. Employees that have a positive test result for any of the substances listed above, and in lieu of termination or other disciplinary actions, may be granted an opportunity to take part in a drug and alcohol abuse rehabilitation program in accordance with Policy 608.3 contained herein.

Drug and Alcohol Testing Procedures

The City of Tupelo will contract with a provider to conduct drug and alcohol testing under this policy. The provider will conduct all of the tests required under this policy to include specimen collection, chain of custody procedures, obtaining necessary laboratory results, medical review officer services, and any other services incident to the drug and alcohol testing program. Testing will conform to scientifically accepted analytical standards to confirm the presence of drugs or alcohol and the level of drugs or alcohol in the employee's system.

Employees and job applicants identified under this policy to be alcohol/drug tested shall be allowed to provide notice to the City of Tupelo, through the provider, of currently or recently used prescription or non-prescription drugs at the time of the taking of the specimen.

Confidentiality

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City of Tupelo or the provider on its behalf, through its drug and alcohol testing program



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are confidential communications under certain circumstances as allowed by the Mississippi Drug and Alcohol Testing Act.

All information obtained, however, shall be the property of the City of Tupelo. The City of Tupelo will not release to any person other than the employee or job applicant, information related to drug and alcohol test results unless:

- a. The job applicant has expressly, in writing, granted permission for the employer to release such information;
- b. It is necessary to introduce a positive confirmed test result into an administrative or judicial proceeding where the information is relevant to the hearing or proceeding;
- c. The information must be disclosed to a federal or state agency or other unit of the state or United States government as required under law, regulation or order, or in accordance with compliance requirements of a state or federal government contract;
- d. Disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee; or
- e. There is a risk to public health or safety that can be minimized or prevented by the release of such information.

Contesting a Test Result

An Employee who receives a confirmed drug and/or test result may contest the validity of that result or explain it. An employee who has a confirmed positive test result will be informed in writing and may be terminated immediately. The employee has ten (10) working days from the date they receive the written notice to submit a written explanation as to why the test result is invalid, or explain the circumstances causing the confirmed test. As a part of their response, the employee may request a retest of the original specimen at his or her own expense. If the employee fails to submit a timely written explanation, the test will be considered final, and the employee will be terminated. If the employee's timely written explanation 1) fails to prove that a prescribed drug was taken as directed and 2) fails to prove the prescribed drug taken as directed did not result in impairment while on duty, the employee's timely explanation will be deemed as unsatisfactory.

608.3 Employee Assistance Program

Any employee of the City of Tupelo that feels that he or she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. All requests for assistance will be confidential. Requests for assistance may be made directly to the Human Resources Director. Employees seeking assistance will be referred to substance abuse assistance/rehabilitation programs made available through the City of Tupelo Employee Assistance Program. An employee's participation in this program is at the discretion of the Human Resources Director with consultation from the Employee's Department Head.