



TUPELO REGULAR CITY COUNCIL MEETING

DECEMBER 17, 2024 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER CHAD MIMS

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER TRAVIS BEARD

CALL TO ORDER: COUNCIL PRESIDENT NETTIE DAVIS

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

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

APPEALS

CITIZEN HEARING

JASON PANNELL

ANTHONY WADDELL

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

2. IN THE MATTER OF APPROVAL OF MINUTES OF DECEMBER 3, 2024 COUNCIL MEETING
3. IN THE MATTER OF BILL PAY **KH**

LYNN BRYAN
TRAVIS BEARD
JANET GASTON
4. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
5. IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 2025 **KH**
6. IN THE MATTER OF AWARD OF RFP 2024-067BA – MANAGED DETECTION AND RESPONSE **KH**
7. IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE DEPARTMENT OF JUSTICE COPS OFFICE AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – TECHNOLOGY AND EQUIPMENT GRANT **AC**
8. IN THE MATTER OF LOT MOWING **TN**
9. IN THE MATTER OF REVIEW AND APPROVE LIENS FOR LOT MOWING **TN**
10. IN THE MATTER OF MATERIAL DONATION OF RAILROAD CROSSTIES FOR NORTH MS LAW ENFORCEMENT TRAINING CENTER **JQ**
11. IN THE MATTER OF ACCEPTING A DONATION OF ONE POLE CAMERA FROM TRANSPORT TRAILER SERVICE INC. FOR THE USE OF TUPELO POLICE DEPARTMENT **JQ**
12. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES OCTOBER 14, 2024 **DRB**
13. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES NOVEMBER 18, 2024 **DRB**

- [14.](#) IN THE MATTER OF CHANGE ORDER #1 FOR BID 2024-007PW – MCCULLOUGH BLVD IMPROVEMENTS **DRB**
- [15.](#) IN THE MATTER OF BID 2024-059PW AWARD APROVAL CAST-IN-PLACE PIPE IMPROVEMENTS **KWK**
- [16.](#) IN THE MATTER OF CONTRACT APPROVAL BID 2024-059PW CURED-IN-PLACE PIPE IMPROVEMENTS **KWK**
- [17.](#) IN THE MATTER OF BID AWARD APPROVAL PEMBERTON AVE DRAINAGE IMPROVEMENTS BID NO. 2024-066PW **KWK**
- [18.](#) IN THE MATTER OF CONTRACT APPROVAL BID NO. 2024-066PW PEMBERTON AVE DRAINAGE IMPROVEMENTS **KWK**
- [19.](#) IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL **AF**
- [20.](#) IN THE MATTER OF REJECTION OF BID FOR TUPELO AQUATIC CENTER POOL LINER REPLACEMENT **AF**
- [21.](#) IN THE MATTER OF AN EMERGENCY PURCHASE OF ONE (1) 1500 kVA 3-PHASE PADMOUNT TRANSFORMER **JT**
- [22.](#) IN THE MATTER OF REQUEST TO REJECT BID # 2024-063WL – SOURCES OF SUPPLY (12 MONTH SUPPLY BID) **JT**
- [23.](#) IN THE MATTER OF REQUEST TO REJECT BID # 2024-064WL – WATER MATERIALS (6 MONTH SUPPLY BID) **JT**
- [24.](#) IN THE MATTER OF AWARD OF BID # 2024-062WL – COLONIAL ESTATES LIFT STATION REHABILITATION **JT**
- [25.](#) IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TUPELO, MISSISSIPPI, LEE COUNTY, MISSISSIPPI AND TARGET CORPORATION; AND FOR RELATED PURPOSES (tabled at 12-3-2024 meeting)

(CLOSE REGULAR SESSION)

STUDY AGENDA

- [S1.](#) IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 **BL**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE December 17, 2024

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

Request:

Preliminary Lot Mowing Report for 12/17/2024

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	48253	089P3116400	408 MALONE BLVD	HOLLYWOOD INVESTMENTS LLC	1128 W MAIN ST	TUPELO, MS 38801	JLB
2.	48260	113N0703801	2348 S GREEN ST	TOWNER THOMAS R	2348 S GREEN ST	TUPELO, MS 38801	JLB
3.	48265	089J3102600	512 MAGNOLIA DR	FRANCIS KERRY	1237 N COLEY RD	TUPELO, MS 38801	DS
4.	48268	077N3501301	2590 W MAIN ST	GRUBB FAMILY TRUST	2018 S VAN NESS	FRESNO, CA 93721	DS
5.	48271	077E2616600	2546 ARLINGTON DR	THOMPSON MARTES A & DIAMOND	2546 ARLINGTON ST	TUPELO, MS 38801	EG
6.							
7.							
8.							
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE December 11, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF MINUTES OF DECEMBER 3, 2024
COUNCIL MEETING

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
DECEMBER 3, 2024

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, November 19, 2024, at 6:00 p.m. The following Council Members were in attendance: Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston, and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Chad Mims gave the prayer, and Council Member Travis Beard led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Gaston moved, seconded by Council Member Beard, to approve the agenda and agenda order, as presented.

The vote was unanimous in favor.

EMPLOYEE RECOGNITIONS

Mayor Todd Jordan recognized Kim Hanna, City Clerk/CFO, for 30 years of service.

PUBLIC RECOGNITION

Council Member Travis Beard gave recognized the Tupelo Park and Recreation team for the Lighting at Ballard Park, Kim Hanna and Missy Shelton for the decorations in Council chambers and the 2nd floor foyer and Chuck Williams for his retirement from the City Public Works Department.

Council Member Lynn Bryan thanked Mayor Jordan and his staff for addressing the scavenger bird, (buzzard) problem. The Park and Wildlife Department has plans to address the issue on Thursday of this week.

Council Member Buddy Palmer congratulated Kim Hanna for her 30 years of service with the City of Tupelo. He also invited everyone to attend his presentation and exhibit of Native American stone artifacts at the Oren Dunn Museum.

Council Member Rosie Jones congratulated her youngest daughter on graduating from Jackson State University.

Council Member Chad Mims thanked Chuck Williams for all the help he has been as Public Works Director and recognized Kelly Knight for his new role as Public Works Director.

Council Member Nettie Davis thanked all those involved in the recent Thanksgiving Day program held at the Link Centre. She commented on the spectacular sight of Ballard Park lit up with all the Christmas

decorations. She invited everyone to attend the NAACP banquet scheduled for December 14. Finally, she thanked Chuck Williams and congratulated him on his retirement.

MAYOR'S REMARKS

Mayor Todd Jordan congratulated the Tupelo High School Football team for being in the 7A State Championship game on Thursday, December 5th. He encouraged everyone to attend the game, if possible. He also reminded everyone of the Tupelo Christmas Parade slated for Friday, December 6.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared for the public hearing for the final lot-mowing list.

CITIZEN HEARING

Council Member Jones moved, seconded by Council Member Palmer, to suspend the rules and allow Mr. Charles Moore to speak. The vote was unanimous in favor.

Charles Moore addressed the City Council concerning the role of the community, local businesses, and the city in crime prevention.

IN THE MATTER OF MINUTES OF NOVEMBER 19, 2024 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the regular meeting of the City Council held on November 19, 2024. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Palmer moved, seconded by Council Member Jones, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2025

Council Member Beard moved, seconded by Council Member Gaston, to approve Budget Amendment #2 for fiscal year 2025. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF LOT MOWING

Council Member Palmer moved, seconded by Council Member Beard, 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 cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF SURPLUS OF ATTACHMENT OF A FIXED ASSET ITEM FOR SCRAP

Council Member Gaston moved, seconded by Council Member Beard, to approve the surplus of a broken mower deck of X-Mark mower # 16951, and to scrap it. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUND FOR FLAGS AT VETERANS MEMORIAL

Council Member Gaston moved, seconded by Council Member Palmer, to approve a donation of \$5,000 from the Tupelo Sports Council. The funds are for the purchase of flags at the Veterans Memorial Park. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF OCTOBER 21, 2024

Council Member Mims moved, seconded by Council Member Gaston, to accept the October 21, 2024 minutes of the Cadence Bank Arena. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF CONVENTION AND VISITORS BUREAU BOARD MINUTES OF NOVEMBER 5, 2024

Council Member Palmer moved, seconded by Council Member Gaston, to accept the November 5, 2024 minutes of the Convention and Visitors Bureau. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF RATIFICATION OF LEASE BETWEEN THE CITY OF TUPELO AND THE TUPELO AIRPORT AUTHORITY -- BALLARD PARK

Council Member Gaston moved, seconded by Council Member Bryan, to approve the ratification of a lease between the City of Tupelo and the Tupelo Airport Authority – Ballard Park. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI APPROVING THE OF AND AUTHORIZING THE OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TUPELO, MISSISSIPPI, LEE COUNTY, MISSISSIPPI AND TARGET CORPORATION; AND FOR RELATED PURPOSES

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

IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

This item will stay on the study agenda.

EXECUTIVE SESSION

Council Member Palmer moved, seconded by Council Member Jones, to determine the need for an executive session. Attorney Ben Logan said the session is for the possible purchase of property for economic development under Miss. Code Anno. 25-41-7(a) (1972 as amended). The vote was unanimous in favor.

Council Member Mims moved, seconded by Council Member Gaston, to close the regular session and enter executive session possible purchase of property for economic development under Miss. Code Anno. 25-41-7(a) (1972 as amended) at 6:27 p.m. The vote was unanimous in favor. At this time, those attending the Executive Session moved to Conference Room B on the first floor of City Hall.

After discussion in executive session, Council Member Mims moved, seconded by Council Member Gaston to return to the regular meeting at 6:52 p.m. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council member Gaston moved, seconded by Council Member Mims, to adjourn the meeting. The vote was unanimous in favor. This the 3rd day of December, 2024.

Nettie Davis, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE November 25, 2024
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE December 17, 2024

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

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE December 17, 2024
SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 2025. **KH**

Request:

Please review and approve amendment #3 which includes:

- To increase the general fund for the donation from the Tupelo Sports Council for \$5,000 to purchase the flags at Veterans Memorial Park.
- To increase the Sanitation Fund to rollover the capital budget from fiscal year 2024 for the purchase of the property for the class II expansion.

ITEMS:

Amendment #3

City of Tupelo
Fy 2025 Budget Revision #3

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 2025 Budget as follows:

	Original Budget	Amendment	Amended Budget
<u>General Fund Revenues</u>			
Local Taxes	9,745,838		9,745,838
Licenses & Permits	1,585,000		1,585,000
Intergovernmental Revenues	37,845,015		37,845,015
Charges for Services	756,000		756,000
Fines & Forfeits	462,000		462,000
Interest Income & Misc. Revenues	1,505,080	5,000	1,510,080
Other Financing Resources	89,500		89,500
Unreserved Fund Balance	-	-	-
Total General Fund Revenues	<u>51,988,433</u>	<u>5,000</u>	<u>51,993,433</u>

Purpose: To increase the budget for the \$5,000 from the Tupelo Sports Council for flags at Veterans Memorial Park.

Expenditures:

City Council

Personnel	320,760		320,760
Supplies	6,000		6,000
Other Services & Charges	354,100		354,100
Capital	3,600	-	3,600
Total City Council	<u>684,460</u>	<u>-</u>	<u>684,460</u>

Purpose:

Executive Dept.

Personnel	1,126,128		1,126,128
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
Total Executive Dept.	<u>1,439,478</u>	<u>-</u>	<u>1,439,478</u>

Purpose:

City Court

Personnel	1,031,608		1,031,608
Supplies	32,300		32,300
Other Services & Charges	115,248		115,248
Capital	-	-	-
Total City Court	<u>1,179,156</u>	<u>-</u>	<u>1,179,156</u>

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Finance Department</u>			
Personnel	924,350		924,350
Supplies	33,100		33,100
Other Services & Charges	672,966		672,966
Capital	469,500	-	469,500
Total Finance Department	2,099,916	-	2,099,916

Purpose:

<u>Human Resources</u>			
Personnel	365,717		365,717
Supplies	4,100		4,100
Other Services & Charges	136,875		136,875
Capital	-	-	-
Total Human Resources	506,692	-	506,692

Purpose:

<u>Development Services</u>			
Personnel	1,450,169		1,450,169
Supplies	48,000		48,000
Other Services & Charges	313,300		313,300
Capital	-	-	-
Total Development Services	1,811,469	-	1,811,469

Purpose:

<u>Police Dept</u>			
Personnel	10,458,008		10,458,008
Supplies	783,486		783,486
Other Services & Charges	2,633,384		2,633,384
Capital	153,500	-	153,500
Total Police Dept.	14,028,378	-	14,028,378

Purpose:

<u>Fire Dept</u>			
Personnel	7,617,022		7,617,022
Supplies	446,474		446,474
Other Services & Charges	367,700		367,700
Capital	10,000	-	10,000
Total Fire Dept.	8,441,196	-	8,441,196

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,389,600		3,389,600
Supplies	419,100		419,100
Other Services & Charges	2,394,758		2,394,758
Capital	17,000	-	17,000
Total Public Works	6,220,458	-	6,220,458

Purpose:

<u>Parks & Recreation</u>			
Personnel	2,497,218		2,497,218
Supplies	479,820		479,820
Other Services & Charges	1,289,600		1,289,600
Capital	15,000	-	15,000
Total Parks & Rec	4,281,638	-	4,281,638

Purpose:

<u>Aquatics Facility</u>			
Personnel	502,517		502,517
Supplies	117,500	5,000	122,500
Other Services & Charges	530,000		530,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,160,017	5,000	1,165,017

Purpose: To use donated funds for flags at Veterans Memorial Park.

<u>Museum</u>			
Personnel	143,519		143,519
Supplies	8,000		8,000
Other Services & Charges	36,900		36,900
Capital	4,000	-	4,000
Total Museum	192,419	-	192,419

Purpose:

Community Services	1,132,825	-	1,132,825
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Purpose:

Debt Service	485,257	-	485,257
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Other Financing Uses	8,320,658	-	8,320,658
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Reserves	4,416	-	4,416
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Total General Fund Expenditures	51,988,433	5,000	51,993,433
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	Original Budget	Amendment	Amended Budget
Fund 404			
Solid Waste Management Fund			
Revenues			
Charges for Services	3,877,860		3,877,860
Franchise Fee	230,000		230,000
Interest & Miscellaneous Income	48,000		48,000
Unreserved Fund Balance	525,268	700,000	1,225,268
Total Revenues	<u>4,681,128</u>	<u>700,000</u>	<u>5,381,128</u>
Expenditures			
Personnel Services	461,844		461,844
Other Services & Charges	3,969,284		3,969,284
Capital Outlay	250,000	700,000	950,000
Other Financing Uses	-	-	-
Total Expenditures	<u>4,681,128</u>	<u>700,000</u>	<u>5,381,128</u>

Purpose:

Voting

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

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO/City Clerk

DATE December 13, 2024

SUBJECT: IN THE MATTER OF AWARD OF RFP 2024-067BA – MANAGED
DETECTION AND RESPONSE **KH**

Request:

- Proposals for RFP 2024-067BA – Managed Detection and Response
- Deadline for receipt was December 10, 2024
- Evaluation team graded proposals on December 16, 2024
- Recommendation will be submitted prior to meeting of Council
- Grading sheets will be on file in the Finance Department

REQUEST FOR PROPOSALS
MANAGED DETECTION AND RESPONSE SOFTWARE AND RELATED
SERVICES
FOR THE
CITY OF TUPELO, MISSISSIPPI



RFP No. 2024- 067BA

Description: Managed Detection and Response Software and Services

Deadline for submission: 3:00 p.m., December 10, 2024

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi (hereinafter “the CITY”) will receive written sealed proposals (RFP) until the hour of 3:00 o’clock P.M. local time on Tuesday, December 10, 2024 at the Tax Collection Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for Managed Detection and Response Solutions. Documents, including the full Request for Proposal, Specifications and Exhibits may be obtained by visiting www.tupeloMSbids.com.

Any questions should be directed in writing/email to the Owner’s project manager below prior to the deadline between the hours of 8:00a.m. and 4:00p.m. Monday through Friday, excepting certain holidays.

Owner’s Project Manager:

City of Tupelo

Attn: David King, Technology Manager

71 East Troy Street, Tupelo, MS 38804,

662-841-6456

david.king@tupeloms.gov

Interested firms are required to submit five (5) copies of their response clearly marked “Request for Proposals – Managed Detection and Response 2024-067BA” and should be received no later than 3:00 p.m. on Tuesday December 10, 2024, in the office of the City Clerk, City Hall 1st Floor Tax Collection Office, 71 East Troy Street, Tupelo MS, 38804. Online and/or email submission will not be accepted. All submittals shall have bid title, company name and address information all clearly indicated on the outside of the sealed envelope or container. Submittals without this information may be rejected. The City of Tupelo is not responsible for any submission delivery being delayed for any reason. Respondents are also responsible for including in their response all additional information as required by the full text of the RFP.

As determined by the selection committee from acceptable proposers, award will be made by the City Council to the best and final proposal. The City Council reserves the right to reject any and all proposals and to waive any irregularities or informalities not violative of statute or not affecting competitive selection.

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

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

CITY OF TUPELO, MISSISSIPPI

BY: s/b Traci Dillard

TRACI DILLARD, City Purchasing Clerk

Publish Dates: 11/19/24 and 11/26/24 in the NE Mississippi Daily Journal.

***City of Tupelo
Managed Detection
and Response RFP
2024-067BA***

PART I. INTRODUCTION AND GENERAL INFORMATION FOR THE VENDOR

Purpose

City of Tupelo is seeking proposals from well qualified vendors for a Managed Detection and Response solution software and related services (Security Operations Center “SOC as a Service”). This Request for Proposal (RFP) provides interested vendors with sufficient information to adequately prepare and submit proposals for consideration.

Issuing Office

This RFP is issued by the City of Tupelo, Mississippi. Listed below are the necessary contacts for information concerning this RFP:

David King– Main Point of Contact
City of Tupelo Technology Services
(662)841.6417
David.King@tupeloms.gov

Traci Dillard – Purchasing Point of Contact
City of Tupelo Purchasing/Accounts Payable Manager
(662)841.6456
Traci.Dillard@tupeloms.gov

Scope

The scope of this RFP is limited to the requirements of products and services for deployment at City of Tupelo. This RFP contains instructions governing the proposals to be submitted and materials to be included therein; requirements which must be met to be eligible for consideration; description of required system and general evaluation criteria; vendor’s responsibilities before and after installation; and other requirements to be met by each proposal.

Network information will be given upon request and verification of vendor

Rejection of Proposals

City of Tupelo reserves the right to, at any time and in its sole discretion, reject any and all proposals received as a result of this request, or to negotiate separately with any and all competing vendors.

Schedule

11/19/24	RFP Released
12/3/24	RFP Questions/Inquiries Due
12/5/24	Answers to RFP Inquiries Returned
12/10/24	RFP Due
12/17/24	Award RFP

Standard Contract

Negotiations will be undertaken with the vendor whose proposal best meets the needs of City of Tupelo. These negotiations with City of Tupelo will result in a formal contract between the parties for a term of 3-years. The contract entered because of this will be a maximum price contract with a not-to-exceed amount from which the vendor shall be paid for the effort expended, the products delivered, and/or services provided.

The contract will contain, but is not limited to, the following terms and conditions: Mandatory Addendum to all City of Tupelo Contracts. Notwithstanding the foregoing, the terms and conditions of the contract will be conditioned for actual scheduled work segments, such as phased implementations and payments, deliverables, and total completion.

If, in the opinion of City of Tupelo, contract negotiations with the selected vendor cannot be concluded within a reasonable time frame following the selected vendor's receipt of a draft contract, City of Tupelo may, in its discretion, immediately discontinue negotiations with the selected vendor and commence negotiations with the vendor who received the next highest consideration.

It is anticipated that the contract term will commence on January 1, 2025.

Incurring Costs

City of Tupelo is not liable for any costs or expenses incurred by the vendors in the preparation of their proposals or meetings prior to award of this RFP.

Benchmark, Demonstration, and/or Oral Presentation

City of Tupelo reserves the right to require, and the vendor should plan to perform, prior to the selection of a proposal, an oral presentation on any hardware, software, support services, or any other capabilities included in the proposal. If City of Tupelo determines that an oral presentation is required, City of Tupelo will not be responsible for any travel and/or accommodation costs. A member of City of Tupelo Evaluation Committee may schedule these presentations. The inability of the vendor to conduct the oral presentation within ten (10) working days of written notification by the RFP Evaluation Committee Chairperson may result in disqualification. Quotation of future products, provided that delivery will meet proposed implementation deadlines, is allowed but should be noted in the proposal response, including projected delivery dates.

Addenda to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all vendors who received the original RFP. All addenda will become part of this RFP.

PART II. REQUIREMENTS

- Provide a fast track for time to value for improving City of Tupelo security posture
- Provide support for audit compliance and reporting including audit support and complete SOC services
- Centralization of security logs for correlation and analysis
- Broad vendor agnostic visibility across all Network, Cloud and Endpoints
- 24x7 coverage looking for vulnerabilities, system misconfigurations, and account takeover exposure on the dark web
- Proactively detect and respond to critical security incidents within minutes to prevent the spread of threats.
- Limit wasted time chasing down alerts and false positives
- Unlimited Log Sources and Capacity
- Development of customized Remediation Playbook based on incidents
- Service Assurance; In the event of a cyberattack, vendor will provide financial assistance for recovery activities, legal, regulatory expenses and other associated business cost.
- Security Awareness training

PART III. INFORMATION REQUIRED FROM VENDOR

Guidelines—Proposal Response

To be considered for evaluation, vendor's proposal must:

- Must meet all requirements in Part II.
- Submit five (5) copies of your proposal no later than 3:00 pm on December 10, 2024, to the address below:
- Proposals should be marked with company name and address and shall have printed "City of Tupelo Managed Detection and Response RFP 2024-067BA" on outside of the package.

Proposals shall be received by:

Traci Dillard, City Purchasing Agent

PO Box 1485/38802

71 East Troy Street 38804

Tupelo, MS

Traci.Dillard@tupeloms.gov

Proposals are to consist of the following sections:

- Cover Letter
- Executive Summary
- RFP Question & Answer (*See Excel file titled "MDR RFP Questionnaire"*)
- An Appendix containing any vendor supplied material to support the proposal, including product datasheets, case studies or other relevant brochure material.
- A timeline of implementation and training.
- Provide not less than three (3) references and a listing of government clients.
- Provide company information including, but not limited to, relevant services performed in-house.
- Warranties and sureties associated with the proposed services.
- All other information necessary to adequately score the respondent based on the scoring criteria detailed below.

Ongoing Cost

Yearly Maintenance/Licensing

For budgetary purposes, any ongoing cost will also be estimated for a period covering 3 years. This includes optional hardware maintenance and licenses.

Selection Process

Responses will be scored based on the following evaluation factors:

1. Price (35%)
2. Technical factors (30%)
 - a. Does the offeror's proposal demonstrate a clear understanding of the scope of work and related objectives?
 - b. Is the offeror's proposal complete and responsive to the specific request for proposals requirements?
 - c. Has the past performance of the offeror's proposal been documented?
 - d. Does the offeror's proposal use innovative technology and techniques?
3. Management factors (15%)

- a. Project management:
 - i. How well does the proposed scheduling timeline meet the needs of the soliciting agency?
 - ii. Is there a project management plan?
 - b. History and experience in performing the work:
 - i. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation?
 - ii. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
 - iii. Does the offeror document industry or program experience?
 - iv. Does the offeror have a record of poor business ethics?
 - c. Availability of personnel, facilities, equipment and other resources:
 - i. To what extent does the offeror rely on in-house resources vs. contracted resources?
 - ii. Are the availability of in-house and contract resources documented?
 - d. Qualification and experience of personnel:
 - i. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
 - ii. Does the offeror demonstrate cultural sensitivity in hiring and training staff?
4. Cost factors (20%)
- a. Cost of goods to be provided or services to be performed:
 - i. Relative cost: How does the cost compare to other similarly scored proposals?
 - ii. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
 - b. Assurances of performance:
 - i. If required, are suitable bonds, warranties or guarantees provided?
 - ii. Does the proposal include quality control and assurance programs?
 - c. Offeror's financial stability and strength: Does the offeror have sufficient financial resources to meet its obligations?

The selection committee will deem the proposals as (a) acceptable; (b) potentially acceptable, which means reasonably susceptible of being made acceptable; or (c) unacceptable. Proposers whose submissions are unacceptable shall be notified promptly.

Discussions may be held with acceptable proposers to: (a) promote understanding of the city's requirements and the proposer's submission and (b) facilitate arriving at a contract that will be the most practicable and advantageous to the city, taking into consideration price and the other evaluation factors set forth in the RFP.

PART IV. CITY OF TUPELO MANDATORY TERMS AND CONDITIONS

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (hereinafter “TUPELO”), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1;
City of Jackson v. Wallace, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice.
Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).

18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 17 December 2024

SUBJECT: IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE DEPARTMENT OF JUSTICE COPS OFFICE AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – TECHNOLOGY AND EQUIPMENT GRANT – AC

Request: Seeking the Council's approval to accept and sign the Technology and Equipment Program (TEP) grant award for \$191,000. This funding will be used for the purchase of license plate readers (LPRs) and a mobile surveillance trailer which will be part of the Real Time Intelligence Center at the TPD.

Agency: U.S. Department of Justice, Office of Community Policing Services

Grant: FY24 TEP

Award Number: 15JCOPS-24-GG-02207-TECP

Amount: \$191,000

Match: None

Submission Deadline: N/A

**Department of Justice (DOJ)****Office of Community Oriented Policing Services (COPS
Office)**

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF TUPELO 71 TROY ST
City, State and Zip:	TUPELO, MS 38804
Recipient UEI:	DK9PFM6XSDR7
Project Title: Tupelo Police Department Technology Modernization	Award Number: 15JCOPS-24-GG-02207-TECP
Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation	
Federal Award Amount: \$191,000.00	Federal Award Date: 9/30/24
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 3/9/24	Project Period End Date: 3/31/26
Budget Period Start Date: 3/9/24	Budget Period End Date: 3/31/26
Project Description: The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.	

Award Letter

Item # 7.

September 30, 2024

Dear Abby Christian,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF TUPELO for an award under the funding opportunity entitled 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is \$191,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF TUPELO

UEI

DK9PFM6XSDR7

ORI Number

no value

Street 1

71 TROY ST

Street 2

City

TUPELO

State/U.S. Territory

Mississippi

Zip/Postal Code

38804

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-02207-TECP

Supplement Number

00

Federal Award Amount

\$191,000.00

Funding Instrument Type

Grant

Assistance Listing Number

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Technology and Equipment Program
Invitational Solicitation

Awarding Agency

COPS

Application Number

GRANT14189796

Grant Manager

MELISSA HARRINGTON

Phone Number

202-305-5012

E-mail Address

Melissa.Harrington@usdoj.gov

Project Title

Tupelo Police Department Technology Modernization

Performance Period Start**Date**

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Item # 7.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/12/24 1:39 PM

Comments				
No items				
Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	no value
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	no value
Travel:	\$0	\$0	\$0	no value
Equipment:	\$191,000	\$0	\$191,000	no value
Supplies:	\$0	\$0	\$0	no value
SubAwards:	\$0	\$0	\$0	no value
Procurement Contracts:	\$0	\$0	\$0	no value
Other Costs:	\$0	\$0	\$0	no value
Total Direct Costs:	\$191,000	\$0	\$191,000	no value
Indirect Costs:	\$0	\$0	\$0	no value
Total Project Costs:	\$191,000	\$0	\$191,000	no value
Federal Funds:	\$191,000	\$0	\$191,000	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%
Budget Category				
Sworn Officer				
Civilian Personnel				

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
- (b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.
- (c) Provisions applicable to any recipient.
 - (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
 - (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
 - (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
 - (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
 - (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- (d) Definitions. For purposes of this award term:

Employee means either:

 - (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or

liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports

filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrc.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

- (i) Subawards, and
- (ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

- (i) A corporation;
- (ii) An association;
- (iii) A partnership;
- (iv) A limited liability company;
- (v) A limited liability partnership;
- (vi) A sole proprietorship;
- (vii) Any other legal business entity;
- (viii) Another grantee or contractor that is not excluded by subparagraph (2); and
- (ix) Any State or locality;

(2) Does not include:

- (i) An individual recipient of Federal financial assistance; or
- (ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is

to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

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Condition 17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about

registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined

in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23

Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 24

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 25

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. §§ 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 27

Buy America Preference

Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

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

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

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

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) **Non-ferrous metals.** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) **Plastic and polymer-based products.** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) **Glass.** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) **Fiber optic cable (including drop cable).** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) **Optical fiber.** All manufacturing processes, from the initial preform fabrication stage through the completion of the

draw, occurred in the United States.

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(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.

When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 28

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 29

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 30

Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 31

Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

Condition 32

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 38

State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

Condition 39

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 40

Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
COPS Director

Name of Approving Official
Hugh T. Clements

Signed Date And Time
9/18/24 11:15 PM

Authorized Representative

Item # 7.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE December 17, 2024
SUBJECT: IN THE MATTER OF LOT MOWING TN

Request:

Please review and approve the final lot mowing list.

Preliminary Lot Mowing Report for 12/17/2024

Item # 8.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	48253	089P3116400	408 MALONE BLVD	HOLLYWOOD INVESTMENTS LLC	1128 W MAIN ST	TUPELO, MS 38801	JLB
2.	48260	113N0703801	2348 S GREEN ST	TOWNER THOMAS R	2348 S GREEN ST	TUPELO, MS 38801	JLB
3.	48265	089J3102600	512 MAGNOLIA DR	FRANCIS KERRY	1237 N COLEY RD	TUPELO, MS 38801	DS
4.	48268	077N3501301	2590 W MAIN ST	GRUBB FAMILY TRUST	2018 S VAN NESS	FRESNO, CA 93721	DS
5.	48271	077E2616600	2546 ARLINGTON DR	THOMPSON MARTES A & DIAMOND	2546 ARLINGTON ST	TUPELO, MS 38801	EG
6.							
7.							
8.							
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: December 17, 2024

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE LIENS FOR LOT MOWING
TN

Request:

ADDRESS	CASE #	PARCEL	LIEN AMOUNT
2672 ARLINGTON ST	48074	077E-26-183-00	\$300.00
2821 MATTOX ST	48096	114S-18-013-00	\$500.00
1108 MARQUETTE ST	48105	077G-25-112-00	\$300.00
3531 LANSLOWNE DR	48144	075R-22-053-00	\$300.00
EAST ELIZABETH ST	48197	089Q-32-011-00	\$300.00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 48074

CHELSEA BULLER & WILLIAM F. EATON

OWNERS

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

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

Property Owner: CHELSEA BULLER & WILLIAM F. EATON

Address of Owner: 2672 ARLINGTON STREET
TUPELO, MS 38801

Parcel Number: 077E-26-183-00

Address of Violation: 2672 ARLINGTON STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/19/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/17/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of December, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 48096

DIXITA PATEL

OWNER

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

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

Property Owner: DIXITA PATEL
Address of Owner: 757 ALAMEDA AVENUE
NOLENSVILLE, TN 37135
Parcel Number: 114S-18-013-00
Address of Violation: 2821 MATTOX STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/19/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/17/2024**, adjudicated the actual cost of lot mowing to be **\$500.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of December, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 48105

**SUE C. LITTLE
C/O JOHN T. LITTLE**

OWNER

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

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

Property Owner: SUE C. LITTLE C/O JOHN T. LITTLE

Address of Owner: 514 MCBRIDE DRIVE
FULTON, MS 38843

Parcel Number: 077G-25-112-00

Address of Violation: 1108 MARQUETTE STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/19/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/17/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of December, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 48197

OWNER

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

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

Property Owner: BETTY J. SMITH SIMMONS

Address of Owner: 3531 LANSLOWNE DRIVE
BELDEN, MS 38826

Parcel Number: 075R-22-053-00

Address of Violation: 3531 LANSLOWNE DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/19/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/17/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of December, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 48197

SUE ABERNATHY, ET AL

OWNER

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

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

Property Owner: SUE ABERNATHY, ET AL

Address of Owner: PO BOX 1141
TUPELO, MS 38802-1141

Parcel Number: 089Q-32-011-00

Address of Violation: EAST ELIZABETH STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **12/03/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/17/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of December, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE November 26, 2024

SUBJECT: IN THE MATTER OF MATERIAL DONATION OF RAILROAD CROSSTIES FOR
NORTH MS LAW ENFORCEMENT TRAINING CENTER

Request:

Please accept this letter of request accepting donated railroad crossties from Akers Railroad Holdings LLC. This donation will be used for improvements to the firing range at the North Mississippi Law Enforcement Training Center. Akers Railroad Holdings LLC. has offered to donate the complete needed quantity to fulfill this improvement.



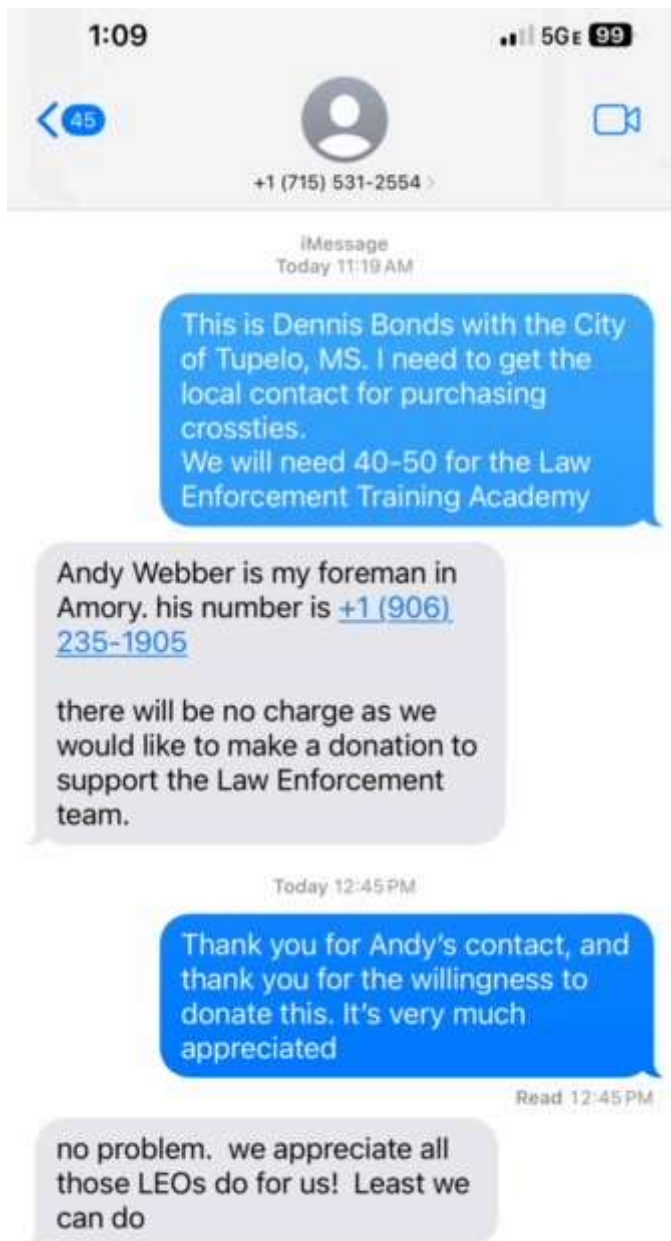
Outlook

Crosstie Donation

From Dennis Bonds <dennis.bonds@tupeloms.gov>

Date Tue 11/26/2024 9:18 AM

To Dennis Bonds <dennis.bonds@tupeloms.gov>



Sent from my iPhone



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE December 11, 2024

SUBJECT: IN THE MATTER OF ACCEPTING A DONATION OF ONE POLE CAMERA FROM
TRANSPORT TRAILER SERVICE INC. FOR THE USE OF TUPELO POLICE DEPT.
JQ

Request:

Please accept this letter of request accepting A donated pole camera Serial #F97184339 donated by Transport Trailer Service Inc. This donated camera is to be installed at the intersection of South Green and Crossover Road and will assist other city cameras with the security of the city.



December 10, 2024

Tupelo Police Department
400 N Front Street
Tupelo, MS 38804

Dear Sirs,

Transport Trailer Service, Inc would like to donate a Safe City Camera with serial # F97184339 to the Tupelo Police Department for their use in day-to-day operations. We understand the plan is to locate said camera at the intersection of South Green and Crossover Rd. Please accept this donation and Thank You for your service to our community.

A handwritten signature in blue ink that reads 'Larry Michael'.

Larry Michael
Transport Trailer Service, Inc
502 Crossover Rd
Tupelo, MS 38801
662-844-4606



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE December 12, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES OCTOBER 14, 2024 **DRB**

Request: DRB

See attached minutes from the October 14, 2024 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 10/14/2024 **Time:** 4:32 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:23 PM

ROLL CALL: Jennifer Roberson

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Bill Cleveland Robin Haire C W Jackson Charlotte Loden Greg Pirkle Danny Riley
Drew Robertson Dan Rupert David Rumbarger Robert Traylor

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Terry Bullard Raphael Henry George Jones Stuart Johnson Ernie Joyner Jon Milstead
Ted Roach

OTHERS PRESENT:

Dennis Bonds Jennifer Roberson Tyler Hathcock

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the September 9, 2024 Major Thoroughfare Program regular meeting. Bill Cleveland made a motion to accept the minutes. Dan Rupert seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Dennis Bonds reviewed the Major Thoroughfare Phase VII Budget Report for the month ending September 30, 2024. Beginning Cash Balance was \$7,087,931. Total Revenue from Interest Earned was \$236,496. Total Expenditures for September was \$743,426. Payments included \$8,950 for Personnel Cost, \$395,245 for Maintenance Cost and \$339,230 for West Jackson – Madison to Front St. Ending Cash Balance for Phase VII is \$6,581,001.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work
 - Falcon has completed Mill & Overlay work
- Jackson Street (Madison to Front)
 - Underground Utility work is ongoing and going well
 - Closure just south of Jackson, on Green, starts 10/15/2024.
- New Road (Gloster to Northern Loop)
 - Received request to realign the road slightly.
 - Working up the updated exhibits, description, and deeds for owners to sign.

Open Discussion

Members of the Major Thoroughfare Program and those present, discussed the road cost and design for the new Target.

Dennis Bonds went over some traffic counts for the Street Selection Committee.

There was discussion of the Mall and the (private) existing road around the Mall.



Chairman Greg Pirkle



Recorded by Brent Spears

Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE December 12, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES NOVEMBER 18, 2024 **DRB**

Request: DRB

See attached minutes from the November 18, 2024 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 11/18/2024 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:20 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire C W Jackson Charlotte Loden Greg Pirkle Danny Riley Terry Bullard
Drew Robertson Dan Rupert Ernie Joyner George Jones Raphael Henry Ted Roach

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Stuart Johnson Jon Milstead Bill Cleveland David Rumbarger Robert Traylor

OTHERS PRESENT:

Dennis Bonds Brent Spears John White Johnny Timmons Don Lewis Janet Gaston

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the October 14, 2024 Major Thoroughfare Program regular meeting. Drew Robertson made a motion to accept the minutes. Dan Rupert seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hannah reviewed the Major Thoroughfare Phase VII Budget Report for the month ending October 31, 2024. Beginning Cash Balance was \$6,787,710. Total Revenue from Interest Earned was \$24,827. Total Expenditures for October was \$154,117. Payments included \$8,991 for Personnel Cost, \$119,633 for Maintenance Cost and \$25,493 for Eason (Veterans to Briar Ridge). Ending Cash Balance for Phase VII is \$6,658,427.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Jackson Street (Madison to Front)
 - Underground Utility work is ongoing and going well
 - John White is preparing Contract Documents to advertise Road Work beginning on Wednesday, November 27th.
- New Road (Gloster to Northern Loop)
 - Deeds have been signed by Scruggs and West. Only ROW Deed remaining is Morgan.

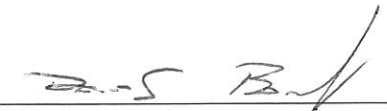
Open Discussion

Members of the Major Thoroughfare Program and those present, discussed the new road. Dennis Bonds said he thought that we would have all the ROW deeds by the next MTP meeting in December. Charlotte Loden made a motion for ESI to begin the design work. Dan Rupert seconded the motion. The committee approved unanimously.

Dennis Bonds and Johnny Timmons gave an update on the Jackson Street underground progress. Dennis Bonds stated that we could begin to advertise for asphalt. John White recommended moving the bid opening to January so that work may possibly begin late February or early March.



Chairman Greg Pirkle



Recorded by Brent Spears

Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE December 12, 2024

SUBJECT: IN THE MATTER OF CHANGE ORDER #1 FOR
2024-007PW – MCCULLOUGH BLVD IMPROVEMENTS **DRB**

Request: DRB

ORIGINAL CONTRACT AMOUNT	\$ 387,039.00
CHANGE ORDER #1	\$ 225,725.98
NEW PRICE	\$ 612,764.98

This Contract was awarded at the March 19, 2024 Council Meeting and the ratified at the April 2nd, 2024 Council Meeting.

McCULLOUGH BOULEVARD IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

CHANGE ORDER

Order No.: 1Date: 09-24-2024Agreement Date: 04-05-2024Project: **MCCULLOUGH BOULEVARD IMPROVEMENTS****OWNER: CITY OF TUPELO, MISSISSIPPI**

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add the following Pay Items	Original Quantity	Revised Quantity	Unit Price	Total Change
3 – Removal of Asphalt Pavement	318 CY	498 CY	\$18.10	+ \$3,258.00
5 – Removal of Curb & Gutter	970 LF	823 LF	\$20.00	- \$ 2,940.00
6 – Removal of Trees	2 EA	0 EA	\$100.00	- \$ 200.00
8 – Granular Material (Crushed Stone)	200 CY	250 CY	\$145.00	+ \$7,250.00
9 – Geotextile Fabric	100 SY	764 CY	\$10.00	+ \$6,640.00
10 – Hot Mix Asphalt, MT, 9.5-MM Mixture	445 TON	510 TON	\$213.00	+ \$13,845.00
12 – Curb Repair	380 LF	480 LF	\$48.75	+ \$4,875.00
13 – Integral Curb	575 LF	770 LF	\$22.50	+ \$ 4,387.50
14 – Combination Concrete Curb and Gutter	60 LF	225 LF	\$56.50	+ \$9,322.00
15 – Slotted Curb	140 LF	220 LF	\$47.00	+ \$3,760.00
16 – Reinforced Concrete Pavement	290 SY	300 SY	\$ 126.00	+ \$1,260.00
17 – Island Pavement	55 SY	192 SY	\$140.00	+ \$19,180.00
21 – Temporary Traffic Stripe, Detail Yellow	2,760 LF	1,378 LF	\$ 0.60	- \$829.20
22 – Temporary Traffic Stripe, Detail White	7,828 LF	418 LF	\$ 0.60	- \$4,446.00
23 – Temporary Legend White	730 SF	307.20 LF	\$ 2.40	- \$1,014.72
24 – 6" Thermoplastic Traffic Stripe, Skip White	200 LF	0 LF	\$ 1.80	- \$360.00
27 – Thermoplastic Legend White	515 SF	606 LF	\$ 2.40	+ \$218.40
34 – Removal of concrete Headwall	0 EA	1 EA	\$ 6,000.00	+ \$6,000.00
35 – Diamond Grinding	0 SY	200 SY	\$ 108.00	+ \$ 21,600.00
36 – 30" Reinforced Concrete Pipe	0 LF	144 LF	\$ 305.00	+ \$ 43,920.00
37 – Double 30" Concrete Headwall	0 EA	1 EA	\$ 20,000.00	+ \$ 20,000.00
38 – SS3 Inlet	0 EA	1 EA	\$ 7,000.00	+ \$7,000.00
39 – Additional Maintenance of Traffic	0 LS	1 LS	\$ 18,000.00	+ \$18,000.00
40 – Additional Mobilization	0 LS	1 LS	\$ 35,000.00	+ \$35,000.00
41 – Additional Clearing & Grubbing	0 LS	1 LS	\$ 10,000.00	+ \$10,000.00
Total Addition				<u>+ \$ 225,725.98</u>

Justification:

During construction and after substantial completion, it has become evident that some motorists continue to try to ignore the measures taken to prevent left turns crossings at the dedicated J-turn lanes. At the request of the Administration, the proposed change order will provide additional paved islands, additional slotted curbs, and reconfiguration of the hotel exit drive to help channel traffic away from the dangerous maneuvers. Diamond grinding of the transition from concrete pavement to the asphalt overlay area is also proposed to provide a smooth transition. Remaining MDOT funding will be used for this work.

ORIGINAL CONTRACT PRICE	<u>\$387,039.00</u>
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	<u>\$387,039.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	<u>\$225,725.98</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$612,764.98</u>
The CONTRACT TIME will be increased by <u>60</u> working days.	

Approvals required:

Requested by (OWNER): _____

Recommended by (ENGINEER):  _____

Accepted by (CONTRACTOR): _____



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kelly Knight, Public Works Director
DATE December 10, 2024
SUBJECT: IN THE MATTER OF BID AWARD APROVAL CAST-IN-PLACE PIPE IMPROVEMENTS BID NO. 2024-059PW - **KWK**

Request:

We are requesting approval to award the bid for the base bid portion only for Bid No. 2024-059PW Cast-In-Place Pipe Improvement Project to the lowest bidder -

Anding Construction Services LLC \$298,926.00 Base Bid

Three Total Bidders Responded

Suncoast Infrastructure Inc \$319,234.00

Gulf Coast Underground LLC \$1,120,471.45

This project is to provide improvements to the drainage infrastructure by a cured-in-place piping method to the existing pipe location.

Due to the current amount budgeted for this project, we requesting award of the base bid portion only and will not include Alternate Locations 1 and 2.



December 6, 2024

Mr. Kelly W. Knight
 Director, Publics Works Dept.
 604 Crossover Road
 Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
 CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS
 BID NO. 2024-059PW

Dear Mr. Knight:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Friday, December 6, 2024 at 10:00 AM local time.

This project includes improvements to drainage infrastructure by method of cured-in-place piping in existing pipe locations within the City of Tupelo. As represented on the attached tabulation of bids, three (3) bids were received that included bids on the Base Bid and Alternates 1 & 2. The base bid ranged from \$298,926.00 – 1,120,471.45. Base bid with both alternates ranged from \$419,448.00 - \$1,349,701.15. The low bid was from Anding Construction Services, LLC. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents. Anding Construction Services, LLC. provided UEI No. HNUJJWV4F619 from Sam.gov.

Thus, based on the current amount budgeted for this respective project, it is our recommendation that the City award this contract for the BASE BID portion of the work in the amount of \$298,926.00 to Anding Construction Services, LLC. In addition, we have attached the contract for this project that has been signed by the Contractor. Thus, we recommend approval of the contract agreement by the City Council along with their authority for the Mayor to execute the contracts per the conditions set forth in the Contract Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
 DABBS CORPORATION

Dustin D. Dabbs, PE
 President

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

Attachment: Bid Tabulation

@dabbscorp

601.927.4012

1050 N. Eason Boulevard

Tupelo, MS 38804

BID TABULATION - BID NO. 2024-059PW
2024 CURED-IN-PLACE PIPE IMPROVEMENTS
TUPELO PUBLIC WORKS DEPT
BID DATE: 12/06/2024

BASE BID				ANDING CONSTRUCTION SERVICES, LLC		SUNCOAST INFRASTRUCTURE, INC.		GULF COAST UNDERGROUND, LLC	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$29,250.00	\$ 29,250.00	\$67,500.00	\$ 67,500.00	\$110,000.00	\$ 110,000.00
2	CATCH BASIN ACCESS IMPROVEMENTS	EA	1	\$1,000.00	\$ 1,000.00	\$14,500.00	\$ 14,500.00	\$55,000.00	\$ 55,000.00
3	PIPE INLET / OUTLET ACCESS IMPROVEMENTS	EA	1	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$55,000.00	\$ 55,000.00
4	OBSTRUCTION REPAIR	EA	5	\$400.00	\$ 2,000.00	\$615.00	\$ 3,075.00	\$33,000.00	\$ 165,000.00
5	DRAINAGE PIPE POINT REPAIR, 24" HDPE	EA	8	\$200.00	\$ 1,600.00	\$1,400.00	\$ 11,200.00	\$1,925.00	\$ 15,400.00
6	DRAINAGE PIPE POINT REPAIR, 30" HDPE	LF	8	\$200.00	\$ 1,600.00	\$2,560.00	\$ 20,480.00	\$2,475.00	\$ 19,800.00
7	DRAINAGE PIPE POINT REPAIR, 36" HDPE	LF	8	\$50.00	\$ 400.00	\$2,685.00	\$ 21,480.00	\$2,750.00	\$ 22,000.00
8	TV & PIPE CLEANING - COLONIAL ESTATES PIPES	LF	315	\$10.00	\$ 3,150.00	\$34.00	\$ 10,710.00	\$18.65	\$ 5,874.75
9	COLONIAL ESTATES CIPP, 30" DIA. DRAIN PIPE	LF	275	\$320.00	\$ 88,000.00	\$175.00	\$ 48,125.00	\$786.55	\$ 216,301.25
10	COLONIAL ESTATES CIPP, 36" DIA. DRAIN PIPE	LF	40	\$425.00	\$ 17,000.00	\$190.00	\$ 7,600.00	\$1,256.50	\$ 50,260.00
11	TV & PIPE CLEANING - KIMBROUGH AVE, DRAINAGE PIPES	LF	137	\$10.00	\$ 1,370.00	\$34.00	\$ 4,658.00	\$18.65	\$ 2,555.05
12	KIMBROUGH AVE, CIPP, 24" DIA. DRAIN PIPE	LF	87	\$100.00	\$ 8,700.00	\$160.00	\$ 13,920.00	\$728.90	\$ 63,414.30
13	KIMBROUGH AVE, CIPP, 30" DIA. DRAIN PIPE	LF	100	\$385.00	\$ 38,500.00	\$180.00	\$ 18,000.00	\$786.55	\$ 78,655.00
14	TV & PIPE CLEANING - PARKWAY DR, DRAINAGE PIPES	LF	322	\$10.00	\$ 3,220.00	\$34.00	\$ 10,948.00	\$18.65	\$ 6,005.30
15	PARKWAY DR, CIPP, 24" DIA. DRAIN PIPE	LF	322	\$238.00	\$ 76,636.00	\$129.00	\$ 41,538.00	\$728.90	\$ 234,705.80
16	TRAFFIC CONTROL	LS	1	\$10,000.00	\$ 10,000.00	\$8,000.00	\$ 8,000.00	\$5,500.00	\$ 5,500.00
17	CONTINGENCY	LS	1	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
BASE BID TOTAL					\$ 298,926.00		\$ 319,234.00		\$1,120,471.45
ALTERNATE NO. 1 - BARNES CROSSING RD. @ BIG OAKS BLVD.									
18	TV & PIPE CLEANING - BIG OAKS BLVD, DRAINAGE PIPES	LF	348	\$8.00	\$ 2,784.00	\$34.00	\$ 11,832.00	\$18.65	\$ 6,490.20
19	DRAINAGE PIPE POINT REPAIR, 18" HDPE	LF	8	\$500.00	\$ 4,000.00	\$1,300.00	\$ 10,400.00	\$1,650.00	\$ 13,200.00
20	BIG OAKS BLVD, CIPP, 18" DIA. DRAIN PIPE	LF	110	\$160.00	\$ 17,600.00	\$110.00	\$ 12,100.00	\$274.55	\$ 30,200.50
21	BIG OAKS BLVD, CIPP, 24" DIA. DRAIN PIPE	LF	240	\$235.00	\$ 56,400.00	\$150.00	\$ 36,000.00	\$455.10	\$ 109,224.00
ALTERNATE NO. 1 TOTAL					\$ 80,784.00		\$ 70,332.00		\$ 159,114.70
ALTERNATE NO. 2 - BARNES CROSSING RD @ DIXIE CREEK RD.									
22	TV & PIPE CLEANING - DIXIE CREEK RD, DRAINAGE PIPES	LF	148	\$8.50	\$ 1,258.00	\$34.00	\$ 5,032.00	\$18.65	\$ 2,760.20
23	DIXIE CREEK RD, CIPP, 24" DIA. DRAIN PIPE	LF	148	\$260.00	\$ 38,480.00	\$170.00	\$ 25,160.00	\$455.10	\$ 67,354.80
ALTERNATE NO. 1 TOTAL					\$ 39,738.00		\$ 30,192.00		\$ 70,115.00
BASE BID + ALT. 1 + ALT. 2 TOTAL					\$ 419,448.00		\$ 419,758.00		\$1,349,701.15

Prepared By:  Dabbs Corporation



BID OPENING - SIGN IN RECORD
CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS
BID NO. 2024-059PW
CITY OF TUPELO, MISSISSIPPI
Tupelo Public Works Department - 10:00 AM
Friday, December 6, 2024

NO.	NAME	COMPANY	PHONE NO.	EMAIL
1	Josh Grubbs	COT PW		joshgrubbs@tupelo.ms.gov
2	Kelly Knight	COT PW		Kelly.Knight@tupelo.ms.gov
3	Chuck Williams	PW	891-5360	Chuck.Williams@tupelo.ms.gov
4	Ben Logan	COT		
5	Mac D. Ogar	COT		
6				
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[illegible]

Bid for construction of:

**BID NO. 2024-059PW -
“CURED-IN-PLACE PIPE
DRAINAGE IMPROVEMENTS”**

**Certificate of Responsibility No.
24623-MC**

PROPOSAL

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

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>Dec. 2, 2024</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

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

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

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

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

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

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

(\$ 14,946.30) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

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

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

NOTES:

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

BID FORM - BID NO. 2024-059PW
TUPELO PUBLIC WORKS
2024 CURED-IN-PLACE PIPE IMPROVEMENTS
NOVEMBER, 2024

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	29,250	29,250
2	Catch Basin Access Improvements	EA	1	1000	1000
3	Pipe Inlet / Outlet Access Improvements	EA	1	1500	1500
4	Obstruction Repair	EA	5	400	2000
5	Drainage Pipe Point Repair, 24" HDPE	LF	8	200	1600
6	Drainage Pipe Point Repair, 30" HDPE	LF	8	200	1600
7	Drainage Pipe Point Repair, 36" HDPE	LF	8	50	400
8	TV & Pipe Cleaning - Colonial Estates Drainage Pipes	LF	315	10	3150
9	Colonial Estates CIPP, 30" Dia. Drain Pipe	LF	275	320	88,000
10	Colonial Estates CIPP, 36" Dia. Drain Pipe	LF	40	425	17000
11	TV & Pipe Cleaning - Kimbrough Ave. Drainage Pipes	LF	137	10	1370
12	Kimbrough Ave. CIPP, 24" Dia. Drain Pipe	LF	87	100	8700
13	Kimbrough Ave. CIPP, 30" Dia. Drain Pipe	LF	100	385	38500
14	TV & Pipe Cleaning - Parkway Dr. Drainage Pipes	LF	322	10	3220
15	Parkway Dr. CIPP, 24" Dia. Drain Pipe	LF	322	238	76636
16	Traffic Control	LS	1	10,000	10,000
17	Contingency	LS	1	\$15,000.00	\$15,000.00

BASE BID TOTAL

298,926.⁰⁰

ALTERNATE NO. 1 - BARNES CROSSING RD. @ BIG OAKS BLVD.

18	TV & Pipe Cleaning - Big Oaks Blvd. Drainage Pipes	LF	348	8	2784
19	Drainage Pipe Point Repair, 18" HDPE	LF	8	500	4000
20	Big Oaks Blvd. CIPP, 18" Dia. Drain Pipe	LF	110	160	17,600
21	Big Oaks Blvd. CIPP, 24" Dia. Drain Pipe	LF	240	240 235	57,600 56,400

ALTERNATE NO. 1 TOTAL

\$80,784.⁰⁰

ALTERNATE NO. 2 - BARNES CROSSING RD. @ DIXIE CREEK RD.

22	TV & Pipe Cleaning - Dixie Creek Rd. Drainage Pipes	LF	148	8.5	1258
23	Dixie Creek Rd. CIPP, 24" Dia. Drain Pipe	LF	148	260	38480

ALTERNATE NO. 2 TOTAL

\$39,738.⁰⁰

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned Staci Anding, hereby certify that I am the Manager of Anding Construction Services, LLC (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Staci Anding who executed the Proposal on behalf of the Company is President of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature Staci Anding
 Title President

(SEAL)

Sworn before me this 5th day of December 2024.Kiera Baker-Henderson, Notary PublicMy commission expires 3/10/2027

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Staci Anding
(name of person signing affidavit)

Individually, and in my capacity as President
(title)

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

(a) That ^{Anding}~~Construction Service~~ Bidder on the "CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

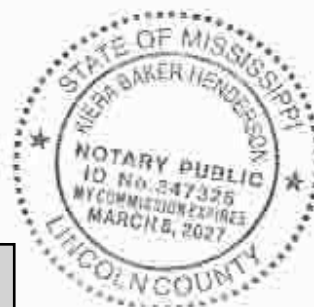
Signature Staci Anding
Title President

(SEAL)

Sworn before me this 5th day of December 2024.

[Signature], Notary Public
My commission expires 3/8/2027

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



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
 COUNTY OF Lincoln

I, Staci Anding
 (name of person signing affidavit)

individually, and in my capacity as President
 (title)

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

Anding
 (a) That Anding Construction Services, Bidder on the "CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature Staci Anding

Title President

(SEAL)

Sworn before me this 5th day of August, 2024.

[Signature], Notary Public
 My commission expires 3/8/2027

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



END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Anding Construction Services, LLC
(Name of Contractor)

104 Noble Drive, Brookhaven, MS 39601
(Address of Contractor)

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

Westfield Insurance Company, P. O. Box 5001, Westfield Center, OH 44251-5001
(Name of Surety) ^{hereinafter called} "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 6th day of December 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

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

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

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

Anding Construction Services, LLC (L.S.)
Principal

By: Stein Anding

Westfield Insurance Company
Surety

By: James Terry Pendley, Attorney-in-Fact

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

*** END OF SECTION ***

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of AUGUST A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of AUGUST A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of December A.D., 2024.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



DESIGN.BUILD.DELIVER.™

5655 Middle Road Theodore, AL 36582

Florida CUC1225011 * Alabama 42416 * Mississippi 14487-MC * Louisiana 49568 * Georgia GCQA004190 * Tennessee 00068834 * South Carolina G121548 * Arkansas 0383430521 * Virginia 2705174316

SEALED BID ENCLOSED FOR:

2024 CURED IN PLACE PIPE IMPROVEMENTS

BID NO. 2024-059PW

Tupelo, MS

BID OPENING TIME: 10:00 AM local time

DATE of BID OPENING: **December 6, 2024**

MS Certificate of Responsibility No.: 14487-MC; Expiration Oct 8, 2025

SUBMITTED TO:

City of Tupelo

Attn: Purchasing Office

71 E. Troy Street

Tupelo, MS 38804

BIDDER:

GULF COAST UNDERGROUND, LLC

5655 Middle Rd, Theodore, AL 36582

251-725-0200

PHONE
(251) 725-0200

FAX
(866) 471-2753

WEB
www.gulfcoastunderground.com

PROPOSAL

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

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

OPINION OF PROJECT COST - BID NO. 2024-050PW
TUPELO PUBLIC WORKS
2024 CURED-IN-PLACE PIPE IMPROVEMENTS
NOVEMBER, 2024

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Mobilization	LS	1	110 000. ⁰⁰	110 000. ⁰⁰
2	Catch Basin Access Improvements	EA	1	55 000. ⁰⁰	55 000. ⁰⁰
3	Pipe Inlet / Outlet Access Improvements	EA	1	55 000. ⁰⁰	55 000. ⁰⁰
4	Obstruction Repair	EA	5	33 000. ⁰⁰	165 000. ⁰⁰
5	Drainage Pipe Point Repair, 24" HDPE	LF	8	1 925. ⁰⁰	15 400. ⁰⁰
6	Drainage Pipe Point Repair, 30" HDPE	LF	8	2 475. ⁰⁰	19 800. ⁰⁰
7	Drainage Pipe Point Repair, 36" HDPE	LF	8	2 750. ⁰⁰	22 000. ⁰⁰
8	TV & Pipe Cleaning - Colonial Estates Drainage Pipes	LF	315	18.65	5 874.75
9	Colonial Estates CIPP, 30" Dia. Drain Pipe	LF	275	786. ⁵⁵	216 301.25
10	Colonial Estates CIPP, 36" Dia. Drain Pipe	LF	40	1 256. ⁵⁰	50 260. ⁰⁰
11	TV & Pipe Cleaning - Kimbrough Ave. Drainage Pipes	LF	137	18.65	2 555. ⁰⁵
12	Kimbrough Ave. CIPP, 24" Dia. Drain Pipe	LF	87	728. ⁹⁰	63 414. ³⁰
13	Kimbrough Ave. CIPP, 30" Dia. Drain Pipe	LF	100	786. ⁵⁵	78 655. ⁰⁰
14	TV & Pipe Cleaning - Parkway Dr. Drainage Pipes	LF	322	18.65	6 005. ³⁰
15	Parkway Dr. CIPP, 24" Dia. Drain Pipe	LF	322	728. ⁹⁰	234 705. ⁸⁰
16	Traffic Control	LS	1	5 500. ⁰⁰	5 500. ⁰⁰
17	Contingency	LS	1	110 500. ⁰⁰	110 500. ⁰⁰

BASE BID TOTAL

1121971.45

ALTERNATE NO. 1 - BARNES CROSSING RD. @ BIG OAKS BLVD.

18	TV & Pipe Cleaning - Big Oaks Blvd. Drainage Pipes	LF	348	18.65	6 490.20
19	Drainage Pipe Point Repair, 18" HDPE	LF	8	1 650. ⁰⁰	13 200. ⁰⁰
20	Big Oaks Blvd. CIPP, 18" Dia. Drain Pipe	LF	110	274. ⁵⁵	30 200. ⁵⁰
21	Big Oaks Blvd. CIPP, 24" Dia. Drain Pipe	LF	240	455. ¹⁰	109 224. ⁰⁰

ALTERNATE NO. 1 TOTAL

159114.70

ALTERNATE NO. 2 - BARNES CROSSING RD. @ DIXIE CREEK RD.

22	TV & Pipe Cleaning - Dixie Creek Rd. Drainage Pipes	LF	148	18.65	2 760.20
23	Dixie Creek Rd. CIPP, 24" Dia. Drain Pipe	LF	148	455. ¹⁰	67 354. ⁸⁰


ALTERNATE NO. 2 TOTAL

70115.00

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned Robert Lindley, hereby certify that I am the Manager of Gulf Coast Underground (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Robert Lindley who executed the Proposal on behalf of the Company is Chief Estimator of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature 
 Title Robert Lindley, Chief Estimator

(SEAL)

Sworn before me this 10th day of Dec, 2024.Casey Denise Davis, Notary PublicMy commission expires October 1, 2028

CASEY DENISE DAVIS
 Notary Public
 Alabama State at Large

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, Robert Lindley, hereby certify that the CONTRACTOR,
Gulf Coast Underground, LLC, is domiciled in the State of Alabama
 and (check and complete one):

(☒) attached is a copy of the State of Alabama's current law pertaining to the
 treatment of nonresident CONTRACTORS. Paragraph 39-3-5, page 348 of said law grants
 resident CONTRACTORS a 0 percent preference over nonresident CONTRACTORS for
 similar projects.

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

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

Signature [Signature]

Title Robert Lindley, Chief Estimator

(SEAL)

Sworn before me this 16th day of Dec, 2024.

Casey Denise Davis, Notary Public

My commission expires October 1, 2028

CASEY-DENISE DAVIS
 Notary Public
 Alabama State at Large

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ Alabama
COUNTY OF mobile

I, Robert Lindley
(name of person signing affidavit)

individually, and in my capacity as Chief Estimator
(title)

of Gulf Coast Underground, LLC
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature [Signature]

Title Robert Lindley, Chief Estimator

(SEAL)

Sworn before me this 10th day of Dec, 2024.

Casey Denise Davis, Notary Public

My commission expires October 1, 2028

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

CASEY DENISE DAVIS
Notary Public
Alabama State at Large

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ Alabama
COUNTY OF Mobile

I, Robert Lindley
(name of person signing affidavit)

individually, and in my capacity as Chief Estimator
(title)

of Gulf Coast Underground, LLC
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Gulf Coast Underground bidder on the **"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"** for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature 

Title Robert Lindley, Chief Estimator

(SEAL)
Sworn before me this 10th day of Dec, 2024.

Casey Denise Davis, Notary Public

My commission expires October 1, 2028

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

CASEY DENISE DAVIS
Notary Public
Alabama State at Large

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Gulf Coast Underground, LLC
(Name of Contractor)

5655 Middle Road, Theodore, AL 36582
(Address of Contractor)

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

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

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5%
of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors,
and assigns, jointly and severally, firmly by these presents. Signed, this the 6th day of December
2024. The Condition of the above obligation is such that whereas the Principal has submitted to the
CITY OF TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a
contract in writing, for the construction of:

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

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

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


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

Gulf Coast Underground, LLC
Principal

(L.S.)

Fidelity and Deposit Company of Maryland
Surety


By:


By: O. M. Otts, IV, Attorney-in-fact

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

*** END OF SECTION ***

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The Contractor Gulf Coast Underground, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robert Lindley, Chief Estimator

Name and Title of Contractor's Authorized Official

12/6/24
Date

END OF SECTION

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GULF COAST UNDERGROUND, LLC
5655 MIDDLE RD
THEODORE, AL 36582

is duly registered and entitled to perform

- 1) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
- 2) SEWER PIPE CLEANING
- 3) SLIP LINING/PIPE BURSTING
- 4) TV INSPECTION OF SEWER LINES & REPAIR
- 5) UNDERGROUND UTILITIES



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2024

CERTIFICATE OF RESPONSIBILITY

No. 14487-MC

Expires Oct. 8, 2025

Joel A. Canall,

CHAIRMAN OF THE BOARD

Westlaw.

Ala.Code 1975 § 39-3-5

Page 1

▽

Code of Alabama Currentness

Title 39. Public Works. (Refs & Annos)

■ Chapter 3. Use of Domestic Products and Resident Workmen for Public Works, Improvements, Etc.

→ § 39-3-5. Preference to resident contractors in letting of certain public contracts.

(a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

(b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

CREDIT(S)

(Acts 1984, No. 84-228, p. 348; Act 2001-637, p. 1245, § 1.)

Current through Act 2009-387 of the 2009 Regular Session.

Copr (c) 2009 by State of Alabama. All rights reserved.

END OF DOCUMENT



CORPORATE RESOLUTION

I, CHRIS GOMEL, Managing Member of Gulf Coast Underground, LLC (GCU), organized and existing under the laws of Alabama and having its principal place of business at 5655 Middle Road, Theodore, AL 36582, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Limited Liability Corporation at a meeting convened and held on January 1, 2015 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Limited Liability Corporation.

RESOLVED: That the Chief Estimator of the Limited Liability Corporation (LLC), Robert Lindley, is hereby authorized to sign on behalf of the LLC any and all contracts, documents, bids, surety bonds or forms of any kind.

I further certify that this LLC is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

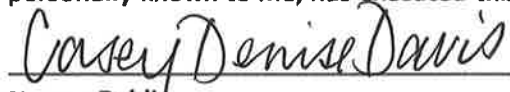
MEMBER:


CHRIS GOMEL

12/6/24
Date

State of Alabama
County of Mobile

Before me, Chris Gomel, Member and President of Gulf Coast Underground LLC (GCU), who is personally known to me, has executed this document.


Notary Public

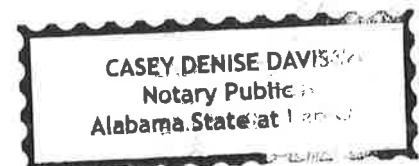
12/6/24
Date

My Commission Expires: October 1, 2029

PHONE
(251) 725-0200

FAX
(866) 471-2753

WEB
www.gulfcoastunderground.com



BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Suncoast Infrastructure, Inc.
(Name of Contractor)

P O Box 397 Florence MS 39073
(Address of Contractor)

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

Federal Insurance Company hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 6 day of December 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

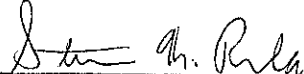
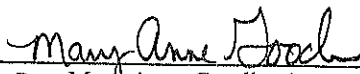
"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

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

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

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

<u>Suncoast Infrastructure, Inc.</u>	(L.S.)	<u>Federal Insurance Company</u>
Principal		Surety
		
By: Stephen H. Rula, President		By: Mary Anne Goodin, Attorney in Fact

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

*** END OF SECTION ***

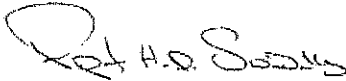
CHUBB**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

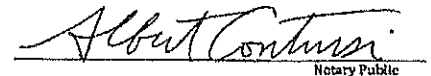
SS.

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027



Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business [each a "Written Commitment"]:

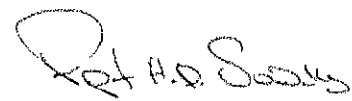
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **December 6, 2024**

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

State of Mississippi

BOARD OF CONTRACTORS

SUNCOAST INFRASTRUCTURE, INC.

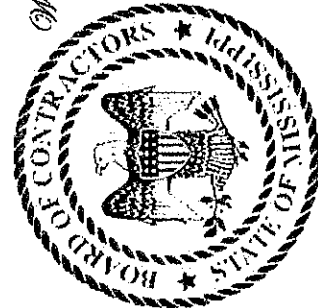
1858 HWY 49 S

FLORENCE, MS 39073

ACTIVE

is duly registered and entitled to perform

1) INSTALLATION OF LININGS AND COATINGS 2) MUNICIPAL AND PUBLIC WORKS
CONSTRUCTION



We have herewith set our hand and sealed the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2024

CERTIFICATE OF RESPONSIBILITY

No. 12019-MC

Expires Oct. 8, 2025

Joel A. Canell

CHAIRMAN OF THE BOARD



P.O. Box 397
Florence, MS 39073

Phone: 601-420-9682
Fax: 601-420-9300

CORPORATE RESOLUTION

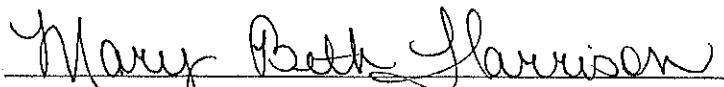
A meeting of the Board of Directors of Suncoast Infrastructure, Inc. a corporation organized under the laws of the State of Mississippi and domiciled in Rankin County was held this 6th day of December 2024, and as attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Stephen H. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Tupelo, MS.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Tupelo, MS, is furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Suncoast Infrastructure, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 6th day of December, 2024, as said resolution appears of record in the Official Minutes Of the Board of Directors in my possession this 6th day of December, 2024.


Mary Beth Harrison, Secretary

ADDENDUM #1

City of Tupelo, Mississippi
Cured-In-Place Pipe Drainage Improvements
Bid No. 2024-059PW

December 2, 2024

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

1. REMOVE "Sheet B-6" from Section B – INFORMATION FOR BIDDERS of the Contract Documents and REPLACE with the attached "SHEET B-6". The revised sheet includes Paragraph No. 24 that requires the contractor to submit 3 copies of Section F – Contract, with addendums, as part of the Bid Proposal package. The City will utilize the signed contracts for award / approval by the Tupelo City Council.
2. REMOVE "Bid Form Sheet D-4" from Section D – Proposal of the Contract Documents and REPLACE with the attached "SHEET D-4". The revised bid form has been updated to include \$15,000.00 lump sum amount for Pay Item 17 – Contingency.

Bidders shall acknowledge receipt of this addendum on Page D-1 of the Proposal Form.

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

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Contract Award:** Award of Contract, if made, shall be within **10 days** of date of Receipt of Bids.
23. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of Agreement of the Contract.
24. **Contract Submittal:** *The Contractor shall include 3 signed copies of Section F – Contract of the Contract Documents with the Bid Proposal package, including the following: (a.) Contract (3 pages); (b.) Mandatory Addendum to All City of Tupelo Contracts dated 10/28/2022 (3 pages); (c.) American Rescue Plan Act (ARPA) Mandatory Addendum dated 02/01/2024 (11 pages); and (d.) Byrd Anti-Lobbying Amendment (2 pages). The Contracts and attached Addendums shall be signed by the Contractor. Dates shall not be included as the Owner will date the documents upon approval and final execution. The Contract amount shall be left blank and will be filled in by the Owner upon approval / execution of the Awarded contract amount. The Performance and Payment Bond (Section G) is not required to be submitted as part of the Bid Proposal Package. The Contractor shall be required to submit the Performance and Payment Bond in accordance with the Contract Documents following the award of the bid by the Owner.*

PROPOSAL

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

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: One (1) DATE: December 2, 2024
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

BID FORM - BID NO. 2024-059PW TUPELO PUBLIC WORKS 2024 CURED-IN-PLACE PIPE IMPROVEMENTS NOVEMBER, 2024					
BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Mobilization	LS	1	67,500. ⁰⁰	67,500. ⁰⁰
2	Catch Basin Access Improvements	EA	1	14,500. ⁰⁰	14,500. ⁰⁰
3	Pipe Inlet / Outlet Access Improvements	EA	1	2,500. ⁰⁰	2,500. ⁰⁰
4	Obstruction Repair	EA	5	615. ⁰⁰	3,075. ⁰⁰
5	Drainage Pipe Point Repair, 24" HDPE	LF	8	1,400. ⁰⁰	11,200. ⁰⁰
6	Drainage Pipe Point Repair, 30" HDPE	LF	8	2,560. ⁰⁰	20,480. ⁰⁰
7	Drainage Pipe Point Repair, 36" HDPE	LF	8	2,685. ⁰⁰	21,480. ⁰⁰
8	TV & Pipe Cleaning - Colonial Estates Drainage Pipes	LF	315	34. ⁰⁰	10,710. ⁰⁰
9	Colonial Estates CIPP, 30" Dia. Drain Pipe	LF	275	175. ⁰⁰	48,125. ⁰⁰
10	Colonial Estates CIPP, 36" Dia. Drain Pipe	LF	40	190. ⁰⁰	7,600. ⁰⁰
11	TV & Pipe Cleaning - Kimbrough Ave. Drainage Pipes	LF	137	34. ⁰⁰	4,658. ⁰⁰
12	Kimbrough Ave. CIPP, 24" Dia. Drain Pipe	LF	87	160. ⁰⁰	13,920. ⁰⁰
13	Kimbrough Ave. CIPP, 30" Dia. Drain Pipe	LF	100	180. ⁰⁰	18,000. ⁰⁰
14	TV & Pipe Cleaning - Parkway Dr. Drainage Pipes	LF	322	34. ⁰⁰	10,948. ⁰⁰
15	Parkway Dr. CIPP, 24" Dia. Drain Pipe	LF	322	129. ⁰⁰	41,538. ⁰⁰
16	Traffic Control	LS	1	8,000. ⁰⁰	8,000. ⁰⁰
17	Contingency	LS	1	\$15,000.00	\$15,000.00
BASE BID TOTAL					319,234. ⁰⁰
ALTERNATE NO. 1 - BARNES CROSSING RD. @ BIG OAKS BLVD.					
18	TV & Pipe Cleaning - Big Oaks Blvd. Drainage Pipes	LF	348	34. ⁰⁰	11,832. ⁰⁰
19	Drainage Pipe Point Repair, 18" HDPE	LF	8	1,300. ⁰⁰	10,400. ⁰⁰
20	Big Oaks Blvd. CIPP, 18" Dia. Drain Pipe	LF	110	110. ⁰⁰	12,100. ⁰⁰
21	Big Oaks Blvd. CIPP, 24" Dia. Drain Pipe	LF	240	150. ⁰⁰	36,000. ⁰⁰
ALTERNATE NO. 1 TOTAL					70,332. ⁰⁰
ALTERNATE NO. 2 - BARNES CROSSING RD. @ DIXIE CREEK RD.					
22	TV & Pipe Cleaning - Dixie Creek Rd. Drainage Pipes	LF	148	34. ⁰⁰	5,032. ⁰⁰
23	Dixie Creek Rd. CIPP, 24" Dia. Drain Pipe	LF	148	170. ⁰⁰	25,160. ⁰⁰
ALTERNATE NO. 2 TOTAL					30,192. ⁰⁰

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

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

Name: Mary Beth HarrisonTitle: SecretarySignature: Mary Beth HarrisonDate: December 6, 2024

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF N/ACOUNTY OF N/A

On this N/A day of N/A, 2024, before me personally appeared N/A, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

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

Signature N/ATitle N/A

(SEAL)

Sworn before me this ___ day of _____, 2024.

N/A, Notary PublicMy commission expires N/A

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned N/A, hereby certify that I am the Manager of N/A (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that N/A who executed the Proposal on behalf of the Company is N/A of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature N/ATitle N/A

(SEAL)

Sworn before me this ___ day of _____, 2024.

N/A, Notary PublicMy commission expires N/A

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, N/A, hereby certify that the CONTRACTOR,
N/A, is domiciled in the State of N/A

and (check and complete one):

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

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

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

Signature N/A

Title N/A

(SEAL)

Sworn before me this ___ day of _____, 2024.

N/A, Notary Public

My commission expires N/A

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
 COUNTY OF Rankin

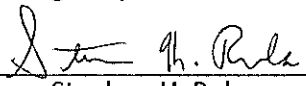
I, Stephen H. Rula
 (name of person signing affidavit)

individually, and in my capacity as President
 (title)

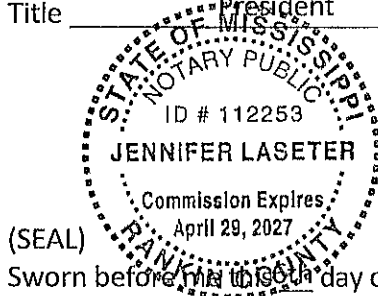
of Suncoast Infrastructure, Inc.
 (name of firm, partnership, limited liability company, or corporation.)
 being duly sworn, on oath do depose and say as follows:

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

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

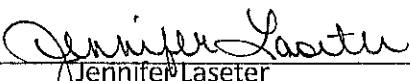
Signature 
 Stephen H. Rula

Title President



(SEAL)

Sworn before me on this 14th day of December, 2024.

, Notary Public
 Jennifer Laseter
 My commission expires April 29, 2027

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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Rankin

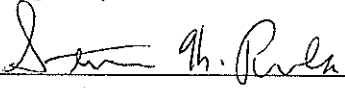
I, Stephen H. Rula
(name of person signing affidavit)

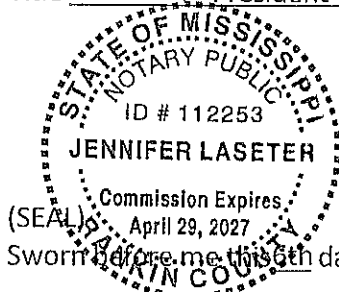
individually, and in my capacity as President
(title)

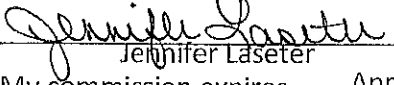
of Suncoast Infrastructure, Inc.
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Suncoast Infrastructure, Inc., Bidder on the "CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature 
Stephen H. Rula
Title President



, Notary Public
Jennifer Laseter
My commission expires April 29, 2027

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

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Suncoast Infrastructure, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Stephen H. Rula
Signature of Contractor's Authorized Official

Stephen H. Rula, President
Name and Title of Contractor's Authorized Official

December 6, 2024
Date

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2024, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Suncoast Infrastructure, Inc. doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 180 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Bid Bond
 - F. Contract
 - G. Executed Performance and Payment Bond
 - H. NSPE General Conditions
 - I. Special Contract Provisions
 - J. DRAWINGS issued by **DABBS CORPORATION** and dated **NOVEMBER 2024**
 - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **NOVEMBER 2024**
 - K. ADDENDA:
 No. 1 Dated December 2, 2024
 No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
 - A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.

11. Attached hereto and made a part of this Contract is MANDATORY CONTRACT ADDENDUM NO. 2 dated 02/01/2024 (11 pages). The attached addendum shall be signed by the Contractor and executed by the Town as part of this Agreement.
12. Attached hereto and made a part of this Contract is CONTRACT ADDENDUM NO. 3 - "BYRD ANTI-LOBBYING AMENDMENT (2 pages). The attached addendum shall be signed by the Contractor as part of this Agreement.
13. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ _____) _____
(not less than one hundred percent of Contract amount)
14. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO / OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:
BY: _____
NAME: _____
TITLE: _____

(SEAL)

CONTRACTOR

Suncoast Infrastructure, Inc.

BY: Stephen H. Rula
NAME: Stephen H. Rula
TITLE: President

ATTEST:
BY: Mary Beth Harrison
NAME: Mary Beth Harrison
TITLE: Secretary

(SEAL)

END OF SECTION

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY

Date:

Suncoast Infrastructure, Inc.



CONTRACTING PARTY

Date:

American Rescue Plan Act (ARPA) Mandatory Addendum

(Revised 2/1/2024)

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Minority and Women Business Enterprises

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement

Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank agencybidbank@mississippi.org. You should receive a confirmation to retain in order to demonstrate proof of compliance.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Davis-Bacon Act

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

Copeland "Anti-Kickback" Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract."

Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Publications

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Remedies

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

Termination for Cause and Convenience

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties agree to the following:

Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

Termination for Breach. Either Party’s failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Suncoast Infrastructure, Inc.

By: 

Name: Stephen H. Rula

Title: President

Date: _____

**BYRD ANTI-LOBBYING
AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING
LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The Contractor Suncoast Infrastructure, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Stephen H. Rula, President

Name and Title of Contractor's Authorized Official

Date

END OF SECTION



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE December 10, 2024

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL CURED-IN-PLACE PIPE IMPROVEMENTS PROJECT BID NO. 2024-059PW - **KWK**

Request:

We are requesting the contract approval for the Cured-In-Place Pipe Improvements Project Bid No. 2024-059PW.



December 6, 2024

Mr. Kelly W. Knight
 Director, Publics Works Dept.
 604 Crossover Road
 Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
 CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS
 BID NO. 2024-059PW

Dear Mr. Knight:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Friday, December 6, 2024 at 10:00 AM local time.

This project includes improvements to drainage infrastructure by method of cured-in-place piping in existing pipe locations within the City of Tupelo. As represented on the attached tabulation of bids, three (3) bids were received that included bids on the Base Bid and Alternates 1 & 2. The base bid ranged from \$298,926.00 – 1,120,471.45. Base bid with both alternates ranged from \$419,448.00 - \$1,349,701.15. The low bid was from Anding Construction Services, LLC. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents. Anding Construction Services, LLC. provided UEI No. HNUJJWV4F619 from Sam.gov.

Thus, based on the current amount budgeted for this respective project, it is our recommendation that the City award this contract for the BASE BID portion of the work in the amount of \$298,926.00 to Anding Construction Services, LLC. In addition, we have attached the contract for this project that has been signed by the Contractor. Thus, we recommend approval of the contract agreement by the City Council along with their authority for the Mayor to execute the contracts per the conditions set forth in the Contract Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
 DABBS CORPORATION

Dustin D. Dabbs, PE
 President

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

Attachment: Bid Tabulation

@dabbscorp

601.927.4012

1050 N. Eason Boulevard

Tupelo, MS 38804

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2024, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Arlding Construction Services LLC doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 180 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Bid Bond
 - F. Contract
 - G. Executed Performance and Payment Bond
 - H. NSPE General Conditions
 - I. Special Contract Provisions
 - J. DRAWINGS issued by **DABBS CORPORATION** and dated **NOVEMBER 2024**
 - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **NOVEMBER 2024**
 - K. ADDENDA:
 No. 1 Dated Dec. 2, 2024
 No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. **LIQUIDATED DAMAGES** - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. **INDEMNIFICATION** - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. **RIGHT OF SET-OFF** - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.

11. Attached hereto and made a part of this Contract is MANDATORY CONTRACT ADDENDUM NO. 2 dated 02/01/2024 (11 pages). The attached addendum shall be signed by the Contractor and executed by the Town as part of this Agreement.
12. Attached hereto and made a part of this Contract is CONTRACT ADDENDUM NO. 3 - "BYRD ANTI-LOBBYING AMENDMENT (2 pages). The attached addendum shall be signed by the Contractor as part of this Agreement.
13. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ _____) _____
(not less than one hundred percent of Contract amount)
14. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO / OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:
BY: _____
NAME: _____
TITLE: _____

(SEAL)

CONTRACTOR

BY: Staci Anding
NAME: Staci Anding
TITLE: President

ATTEST:
BY: Notary
NAME: Kiera Baker-Henderson
TITLE: Notary



END OF SECTION

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY

Date:

Spencer Anding

CONTRACTING PARTY
Date:

American Rescue Plan Act (ARPA) Mandatory Addendum

(Revised 2/1/2024)

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

Minority and Women Business Enterprises

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement

Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank agencybidbank@mississippi.org. You should receive a confirmation to retain in order to demonstrate proof of compliance.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Davis-Bacon Act

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

Copeland "Anti-Kickback" Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract."

Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Publications

Any publications produced with funds from this award must display the following language: "This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury."

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Remedies

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

Termination for Cause and Convenience

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties agree to the following:

Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

Termination for Breach. Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Anding Construction Services

By: Staci Anding

Name: Staci Anding

Title: President

Date: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The Contractor Anding Construction Service certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Staci Anding
Signature of Contractor's Authorized Official

Staci Anding, President
Name and Title of Contractor's Authorized Official

Date

END OF SECTION



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE Dece12, 2024mber

SUBJECT: IN THE MATTER OF BID AWARD APPROVAL PEMBERTON AVE
DRAINAGE IMPROVEMENTS BID NO. 2024-066PW **KWK**

Request:

We are requesting the approval to award the Pemberton Ave Drainage Improvements Bid No. 2024-066PW to the lowest bidder –

Townes Construction Co. \$198,109.00

4 Bidders Responded

Ausbern Construction \$335,751.25

WG Harrell Construction \$403,813.00

Phillips Contracting \$424,830.00

Minute Entry Sign Up Sheet

Date: 12/12/2024

Time: 2:00

Bid # 2024-066PW

Department: PW

Project: Pemberton Avenue Drainage Improvements

Attendance

Company

Sharon Galt Thomas Coast Br.

Admiral's House III Torrey Coast Co

Billy Knight Public Works

W. Warren Harrel | W. G. Harrel | Construction

Terry Ausburn Ausburn Const. Co. Inc

Josh Grubbs PW

John White	CSI
Katie Diefel	ANT

Katie Bosick 1:01

TABULATION OF BIDS
Pemberton Avenue Drainage Improvements
City of Tupelo, MS
Project No. T24-550 (BID # 2024-066PW)

BIDS RECEIVED December 12, 2024 @2:00PM				Engineer Estimate		Townes Construction Co. Inc		Ausbern Construction Co.,Inc	
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$22,500.00	\$22,500.00	\$45,000.00	\$45,000.00
2	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$23,500.00	\$23,500.00	\$7,500.00	\$7,500.00
3	Removal of Inlet	6	EA	\$1,500.00	\$9,000.00	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00
4	Removal of Pipes (All Type)(All Sizes)	407	LF	\$30.00	\$12,210.00	\$18.00	\$7,326.00	\$15.00	\$6,105.00
5	Removal of Fence (All Types)	200	LF	\$5.00	\$1,000.00	\$12.00	\$2,400.00	\$10.00	\$2,000.00
6	Removal of Concrete Driveway	42	SY	\$25.00	\$1,050.00	\$30.00	\$1,260.00	\$25.00	\$1,050.00
7	Roadway Repair	1	LS	\$27,500.00	\$27,500.00	\$15,000.00	\$15,000.00	\$35,500.00	\$35,500.00
8	42" x 29" CMP	142	LF	\$175.00	\$24,850.00	\$131.00	\$18,602.00	\$195.00	\$27,690.00
9	30" CMP	525	LF	\$175.00	\$91,875.00	\$110.00	\$57,750.00	\$231.25	\$121,406.25
10	Grate Inlet	3	EA	\$7,500.00	\$22,500.00	\$5,500.00	\$16,500.00	\$5,200.00	\$15,600.00
11	Tupelo Standard Inlet (Single)	1	EA	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$7,610.00	\$7,610.00
12	Tupelo Standard Inlet (Double)	1	EA	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$10,240.00	\$10,240.00
13	Inlet Modification	1	EA	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00
14	Concrete Driveway	42	SY	\$100.00	\$4,200.00	\$80.00	\$3,360.00	\$125.00	\$5,250.00
15	Wood Fence	200	LF	\$30.00	\$6,000.00	\$26.00	\$5,200.00	\$25.00	\$5,000.00
16	Construction Fencing	612	LF	\$5.00	\$3,060.00	\$3.00	\$1,836.00	\$25.00	\$15,300.00
17	Temporary Erosion Control	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
18	Solid Sodding	875	SY	\$6.00	\$5,250.00	\$5.00	\$4,375.00	\$12.00	\$10,500.00
19	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00

Total Base Bid

\$285,995.00\$198,109.00\$335,751.25

BIDS RECEIVED December 12, 2024 @2:00PM				W.G. Harrell Constr.,Inc		Phillips Contracting Co.,Inc	
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00
2	Clearing and Grubbing	1	LS	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00
3	Removal of Inlet	6	EA	\$2,000.00	\$12,000.00	\$1,000.00	\$6,000.00
4	Removal of Pipes (All Type)(All Sizes)	407	LF	\$60.00	\$24,420.00	\$40.00	\$16,280.00
5	Removal of Fence (All Types)	200	LF	\$10.00	\$2,000.00	\$10.00	\$2,000.00
6	Removal of Concrete Driveway	42	SY	\$30.00	\$1,260.00	\$100.00	\$4,200.00
7	Roadway Repair	1	LS	\$27,800.00	\$27,800.00	\$50,000.00	\$50,000.00
8	42" x 29" CMP	142	LF	\$258.00	\$36,636.00	\$250.00	\$35,500.00
9	30" CMP	525	LF	\$233.00	\$122,325.00	\$220.00	\$115,500.00
10	Grate Inlet	3	EA	\$516.00	\$1,548.00	\$7,200.00	\$21,600.00
11	Tupelo Standard Inlet (Single)	1	EA	\$3,601.00	\$3,601.00	\$7,200.00	\$7,200.00
12	Tupelo Standard Inlet (Double)	1	EA	\$6,743.00	\$6,743.00	\$12,000.00	\$12,000.00
13	Inlet Modification	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	Concrete Driveway	42	SY	\$185.00	\$7,770.00	\$250.00	\$10,500.00
15	Wood Fence	200	LF	\$22.00	\$4,400.00	\$50.00	\$10,000.00
16	Construction Fencing	612	LF	\$5.00	\$3,060.00	\$25.00	\$15,300.00
17	Temporary Erosion Control	1	LS	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00
18	Solid Sodding	875	SY	\$10.00	\$8,750.00	\$10.00	\$8,750.00
19	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00

Total Base Bid

\$403,813.00\$424,830.00

December 12, 2024

T24-550

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attention: Kelly Knight

RE: PEMBERTON AVENUE DRAINAGE IMPROVEMENTS (BID # 2024-066PW)

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

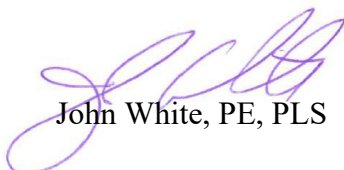
You will note that Townes Construction Company, Inc. of Grenada, MS, submitted the lowest bid in the amount of \$198,109.00.

The Engineers estimate was \$285,995.00. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

Shawn Gray
Armistead Townes III
Kelly Knight
Warren Harrell
Chuck Williams
Terry Ausbern
Josh Grubbs
John White
Katie Bostick
Ben Logan
Stephen Reed

Townes Construction Co., Inc.
Townes Construction Co., Inc.
City of Tupelo
WG Harrell Construction
City of Tupelo
Ausbern Construction
City of Tupelo
Engineering Solutions, Inc.
City of Tupelo
City of Tupelo
City of Tupelo



John White, PE, PLS

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-???PW)

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

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

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

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 12-5-24
clarification 11-27-24

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-066PW)

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

CONTRACT – PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	22,500.00 twenty-two thousand five hundred dollars	\$ 22,500.00
2.	Clearing and Grubbing	1 L.S.	Twenty Three Thousand Five Hundred Dollars 23,500.00	\$ 23,500.00
3.	Removal of Inlet	6 EA.	500.00 five hundred dollars	\$ 3,000.00
4.	Removal of Pipes (All Sizes)	407 L.F.	18.00 eighteen dollars	\$ 7,326.00
5.	Removal of Fence (All Types)	200 L.F.	12.00 twelve dollars	\$ 2,400.00
6.	Removal of Concrete Driveway	42 S.Y.	30.00 thirty dollars	\$ 1,260.00
7.	Roadway Repair	1 L.S.	15,000.00 fifteen thousand dollars	\$ 15,000.00

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>131.00</u> <u>one hundred</u> <u>thirty-one dollars</u>	\$ <u>18,602.00</u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>110.00</u> <u>one hundred ten</u> <u>dollars</u>	\$ <u>57,750.00</u>
10.	Grate Inlet	3 EA.	<u>5,500.00</u> <u>five thousand</u> <u>five hundred dollars</u>	\$ <u>16,500.00</u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>3,000.00</u> <u>three thousand</u> <u>dollars</u>	\$ <u>3,000.00</u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>6,000.00</u> <u>six thousand</u> <u>dollars</u>	\$ <u>6,000.00</u>
13.	Inlet Modification	1 EA.	<u>2,500.00</u> <u>two thousand</u> <u>five hundred dollars</u>	\$ <u>2,500.00</u>
14.	Concrete Driveway	42 S.Y.	<u>.80.00</u> <u>eighty dollars</u>	\$ <u>3,360.00</u>
15.	Wood Fence	200 L.F.	<u>26.00</u> <u>twenty-six</u> <u>dollars</u>	\$ <u>5,200.00</u>
16.	Construction Fencing	612 L.F.	<u>3.00</u> <u>three dollars</u>	\$ <u>1,836.00</u>
17.	Temporary Erosion Control	1 L.S.	<u>2,000.00</u> <u>two thousand</u> <u>dollars</u>	\$ <u>2,000.00</u>
18.	Solid Sodding	875 S.Y.	<u>5.00</u> <u>five dollars</u>	\$ <u>4,375.00</u>
19.	Maintenance of Traffic	1 L.S.	<u>2,000.00</u> <u>two thousand</u> <u>dollars</u>	\$ <u>2,000.00</u>

TOTAL OF BID ITEMS (1-19)

\$ 198,109.00

\$ One Hundred Ninety Eight Thousand One Hundred Nine Dollars and 00 Cents
 (TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company

Townes Const. Co Inc

Attest:

Lena Townes

SEAL (if Bid is by a Corporation)

Signature

Armstead Townes III

Title

President

Address

16398 Hwy 8 West
Meranda, MS 38901



BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Townes Construction Co., Inc.
16398 Hwy 8 West, Grenada, MS 38901 as Principal, and Atlantic Specialty Insurance Company, a
 corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto
City of Tupelo, MS as Obligee, in
 the sum of Five Percent of Bid Amount
 (\$ 5% of Bid Amount) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Bid #2024-066PW
Pemberton Avenue Drainage Improvements, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the
 Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's
 bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full
 force and effect.

Signed and sealed this 12th day of December 2024.

Townes Construction Co., Inc.

[Signature]
 Witness

BY:

[Signature]
 Principal

ITS:

President

Atlantic Specialty Insurance Company

[Signature]
 Witness Amanda Charfauros

BY:

[Signature]
 Attorney-In-Fact John G. Raines



605 Highway 169 North, Suite 800
 Plymouth, Minnesota, USA 55441
 Web: intactspecialty.com/surety
 E-mail: surety@intactinsurance.com



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Sherrill Kelley, Tammy D. Vernon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

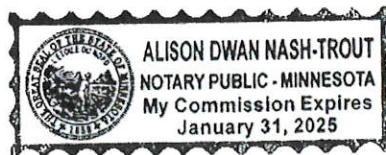
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

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

Signed and sealed. Dated 12th day of December, 2024.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

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

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

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

PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

Now, therefore,

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

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

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

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

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

Fidelity and Deposit Company of Maryland
(Surety)

By: [Signature]
Peggy L. Jackson, Attorney-in-Fact/Resident MS Agent
Fisher Brown Bottrell, A Marsh & McLennan Agency LLC Company

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



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of October, A.D. 2023.



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


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2026



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 13th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the

said Companies, this 12th day of December 2024.



MJ Pethick

By: **Mary Jean Pethick**
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-???PW)

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

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

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

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1 - 12/5/24

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-066PW)

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

CONTRACT – PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>Sixty Thousand dollars</u> <u>and no cents</u> <u>60,000.00</u>	<u>\$ 60,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>Twenty Thousand dollars</u> <u>and no cents</u> <u>20,000.00</u>	<u>\$ 20,000.00</u>
3.	Removal of Inlet	6 EA.	<u>one Thousand dollars</u> <u>and no cents</u> <u>1,000.00</u>	<u>\$ 6,000.00</u>
4.	Removal of Pipes (All Sizes)	407 L.F.	<u>forty dollars and</u> <u>no cents</u> <u>40.00</u>	<u>\$ 16,280.00</u>
5.	Removal of Fence (All Types)	200 L.F.	<u>Ten dollars and</u> <u>no cents</u> <u>10.00</u>	<u>\$ 2,000.00</u>
6.	Removal of Concrete Driveway	42 S.Y.	<u>one hundred dollars</u> <u>and no cents</u> <u>100.00</u>	<u>\$ 4,200.00</u>
7.	Roadway Repair	1 L.S.	<u>Fifty Thousand dollars</u> <u>and no cents</u> <u>50,000.00</u>	<u>\$ 50,000.00</u>

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>Two hundred fifty dollars and no cents</u> <u>250.00</u>	<u>\$35,500.00</u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>Two hundred twenty dollars and no cents</u> <u>220.00</u>	<u>\$115,500.00</u>
10.	Grate Inlet	3 EA.	<u>Seven Thousand two hundred dollars and no cents</u> <u>7,200.00</u>	<u>\$21,600.00</u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>Seven Thousand two hundred dollars and no cents</u> <u>7,200.00</u>	<u>\$ 7,200.00</u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>Twelve Thousand dollars and no cents</u> <u>12,000.00</u>	<u>\$12,000.00</u>
13.	Inlet Modification	1 EA.	<u>Five Thousand dollars and no cents</u> <u>5,000.00</u>	<u>\$ 5,000.00</u>
14.	Concrete Driveway	42 S.Y.	<u>Two hundred fifty dollars and no cents</u> <u>250.00</u>	<u>\$10,500.00</u>
15.	Wood Fence	200 L.F.	<u>fifty dollars and no cents</u> <u>50.00</u>	<u>\$10,000.00</u>
16.	Construction Fencing	612 L.F.	<u>Twenty five dollars and no cents</u> <u>25.00</u>	<u>\$15,300.00</u>
17.	Temporary Erosion Control	1 L.S.	<u>fifteen Thousand dollars and no cents</u> <u>15,000.00</u>	<u>\$15,000.00</u>
18.	Solid Sodding	875 S.Y.	<u>Ten dollars and no cents</u> <u>10.00</u>	<u>\$8,750.00</u>
19.	Maintenance of Traffic	1 L.S.	<u>Ten Thousand dollars and no cents</u> <u>10,000.00</u>	<u>\$10,000.00</u>

TOTAL OF BID ITEMS (1-19)

\$ 424,830.00

\$ four hundred Twenty Four Thousand eight hundred Thirty dollars and no cents
 (TOTAL IN WORDS)

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

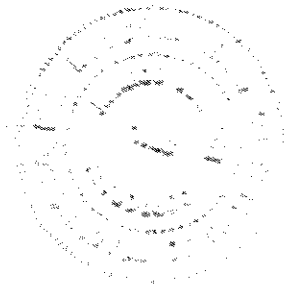
In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the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

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

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc.Attest: 

SEAL (if Bid is by a Corporation)

Signature Title PresidentAddress P.O. Box 7530Columbus, MS 39205

CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 05, 2024

NAME OF PROJECT: **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

OWNER: City of Tupelo

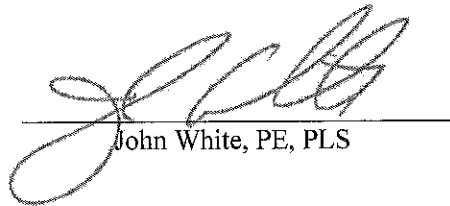
The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. INFORMATION FOR BIDDERS

The attached Information for Bidders dated 12/05/2024, shall replace and supersede the previous Information for Bidders, which was included in the Contract Documents. The Information for Bidders has been amended to reflect changes to the Bid Proposal package requirements which now includes 3 signed copies of the Agreement, including the following:

(a) Agreement (2-pages); (b) ARPA MANDATORY ADDENDUM 2-1-24; (c) Byrd Anti-Lobbying Amendment (2 pages); Mandatory Addendum to All City of Tupelo Contracts dated October 28, 2022 (3 pages). The Agreement and all attached addendums and amendments shall be signed by the Contractor. The contract amount and dates shall be left blank to be filled in by the Owner upon approval and final execution of the Awarded Agreement. Performance and Payment Bonds are not required to be submitted as part of the Bid Proposal package. The Contractor shall be required to submit the Performance and Payment Bond in accordance with the Contract Documents following the award of the bid by the Owner.

The Agreement section and all addenda and amendments required for submittal with the Bid Proposal package are attached to this addendum.



John White, PE, PLS

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-???PW)

Proposal of W.B. Harrell Construction LLC. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as W.B. Harrell Construction LLC.

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

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

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-066PW)

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

CONTRACT – PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>80,000.⁰⁰</u> <u>Eighty thousand</u> <u>dollars</u>	\$ <u>80,000.⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>40,000.⁰⁰</u> <u>Forty thousand</u> <u>dollars</u>	\$ <u>40,000.⁰⁰</u>
3.	Removal of Inlet	6 EA.	<u>2,000.⁰⁰</u> <u>Two thousand dollars</u>	\$ <u>12,000.⁰⁰</u>
4.	Removal of Pipes (All Sizes)	407 L.F.	<u>60.⁰⁰</u> <u>Sixty dollars</u>	\$ <u>24,420.⁰⁰</u>
5.	Removal of Fence (All Types)	200 L.F.	<u>10.⁰⁰</u> <u>Ten dollars</u>	\$ <u>2,000.⁰⁰</u>
6.	Removal of Concrete Driveway	42 S.Y.	<u>30.⁰⁰</u> <u>Thirty dollars</u>	\$ <u>1,260.⁰⁰</u>
7.	Roadway Repair	1 L.S.	<u>27,800.⁰⁰</u> <u>Twenty seven thousand</u> <u>eight hundred dollars</u>	\$ <u>27,800.⁰⁰</u>

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>258.00</u> <u>Two hundred fifty</u> <u>eight dollars</u>	<u>\$ 36,636.00</u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>233.00</u> <u>Two hundred thirty</u> <u>three dollars</u>	<u>\$ 122,325.00</u>
10.	Grate Inlet	3 EA.	<u>516.00</u> <u>Five hundred sixteen</u> <u>dollars</u>	<u>\$ 1,548.00</u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>3,601.00</u> <u>Three thousand six</u> <u>hundred one dollars</u>	<u>\$ 3,601.00</u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>6,743.00</u> <u>Six thousand seven</u> <u>hundred forty three</u> <u>dollars</u>	<u>\$ 6,743.00</u>
13.	Inlet Modification	1 EA.	<u>5,000.00</u> <u>Five thousand</u> <u>dollars</u>	<u>\$ 5,000.00</u>
14.	Concrete Driveway	42 S.Y.	<u>185.00</u> <u>One hundred eighty</u> <u>five dollars</u>	<u>\$ 7,770.00</u>
15.	Wood Fence	200 L.F.	<u>22.00</u> <u>Twenty two dollars</u>	<u>\$ 4,400.00</u>
16.	Construction Fencing	612 L.F.	<u>5.00 dollars</u> <u>Five dollars</u>	<u>\$ 3,060.00</u>
17.	Temporary Erosion Control	1 L.S.	<u>11,500.00</u> <u>Eleven thousand</u> <u>five hundred dollars</u>	<u>\$ 11,500.00</u>
18.	Solid Sodding	875 S.Y.	<u>10.00</u> <u>Ten dollars</u>	<u>\$ 8,750.00</u>
19.	Maintenance of Traffic	1 L.S.	<u>5,000.00</u> <u>Five thousand</u> <u>dollars</u>	<u>\$ 5,000.00</u>

TOTAL OF BID ITEMS (1-19)

\$ 403,813.00

\$ Four hundred three thousand eight hundred thirteen dollars.
 (TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company W.G. Harrell Construction LLC

Attest:



SEAL (if Bid is by a Corporation)

Signature [Handwritten Signature]Title PresidentAddress 498 Hwy 30 East.Booneville, MS 38829

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE W.G. Harrell Construction, LLC

498 Highway 30 East, Booneville, MS 38829

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

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo, Mississippi

71 East Troy St., Tupelo, MS 38804

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

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

WHEREAS, the Principal has submitted a bid for Pemberton Ave. Drainage Improvements

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

Signed and sealed this 12th day of December, 2024

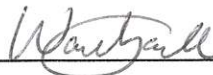

(Witness)

W.G. Harrell Construction, LLC

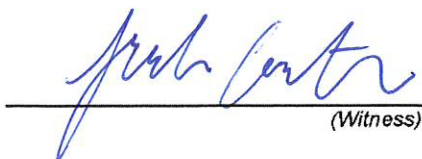
(Principal)

(Seal)

By:



President
(Title)


(Witness)



The Gray Casualty & Surety Company

(Surety)

(Seal)

By:


Attorney-in-Fact Fielden Mitts

(Title)

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: W.G. Harrell Construction, LLC
Obligee: City of Tupelo, Mississippi

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

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

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

Mark S. Manguno

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

Leigh Anne Henican



**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-???PW)

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

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

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

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 12/5/24

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

PEMBERTON AVENUE DRAINAGE IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2024-066PW)

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

CONTRACT – PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>Forty Five Thousand</u> <u>45,000.⁰⁰</u>	\$ <u>45,000.⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>Seventy Five Hundred</u> <u>7500.⁰⁰</u>	\$ <u>7500.⁰⁰</u>
3.	Removal of Inlet	6 EA.	<u>1000.⁰⁰</u> <u>ONE THOUSAND</u>	\$ <u>6000.⁰⁰</u>
4.	Removal of Pipes (All Sizes)	407 L.F.	<u>15.⁰⁰</u> <u>FIFTEEN</u>	\$ <u>6105.⁰⁰</u>
5.	Removal of Fence (All Types)	200 L.F.	<u>10.⁰⁰</u> <u>TEN</u>	\$ <u>2000.⁰⁰</u>
6.	Removal of Concrete Driveway	42 S.Y.	<u>25.⁰⁰</u> <u>Twenty Five</u>	\$ <u>1050.⁰⁰</u>
7.	Roadway Repair	1 L.S.	<u>35,500.⁰⁰</u> <u>Thirty Five Thousand</u> <u>Five Hundred</u>	\$ <u>35,500.⁰⁰</u>

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>195.⁰⁰</u> <u>ONE HUNDRED NINETY</u> <u>FIVE DOLLARS</u>	\$ <u>27,690.⁰⁰</u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>231.²⁵</u> <u>TWO HUNDRED THIRTY</u> <u>ONE DOLLARS & 25/100</u>	\$ <u>121,406.²⁵</u>
10.	Grate Inlet	3 EA.	<u>5200.⁰⁰</u> <u>FIFTY TWO HUNDRED</u>	\$ <u>15,600.⁰⁰</u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>7610.⁰⁰</u> <u>SEVENTY SIX HUNDRED</u> <u>TEN DOLLARS</u>	\$ <u>7610.⁰⁰</u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>TEN THOUSAND TWO</u> <u>HUNDRED FORTY DOLLARS</u> <u>10,240.⁰⁰</u>	\$ <u>10,240.⁰⁰</u>
13.	Inlet Modification	1 EA.	<u>7000.⁰⁰</u> <u>SEVEN THOUSAND</u>	\$ <u>7000.⁰⁰</u>
14.	Concrete Driveway	42 S.Y.	<u>125.⁰⁰</u> <u>ONE HUNDRED TWENTY</u> <u>FIVE</u>	\$ <u>5250.⁰⁰</u>
15.	Wood Fence	200 L.F.	<u>25.⁰⁰</u> <u>TWENTY FIVE</u>	\$ <u>5000.⁰⁰</u>
16.	Construction Fencing	612 L.F.	<u>25.⁰⁰</u> <u>TWENTY FIVE</u>	\$ <u>15,300.⁰⁰</u>
17.	Temporary Erosion Control	1 L.S.	<u>3500.⁰⁰</u> <u>THIRTY FIVE</u> <u>HUNDRED</u>	\$ <u>3500.⁰⁰</u>
18.	Solid Sodding	875 S.Y.	<u>12.⁰⁰</u> <u>TWELVE</u>	\$ <u>10,500.⁰⁰</u>
19.	Maintenance of Traffic	1 L.S.	<u>3500.⁰⁰</u> <u>THIRTY FIVE</u> <u>HUNDRED</u>	\$ <u>3500.⁰⁰</u>

TOTAL OF BID ITEMS (1-19)

\$ 335,751.25

\$ Three Hundred Thirty Five Thousand, Seven Hundred Fifty ONE Dollars & 25/100
 (TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company

Anshorn Construction Co., Inc.

Attest:

SEAL (if Bid is by a Corporation)

Signature

Title

President

Address

P.O. Drawer 329
Okolona, MS. 38860

CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 05, 2024

NAME OF PROJECT: **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

OWNER: City of Tupelo

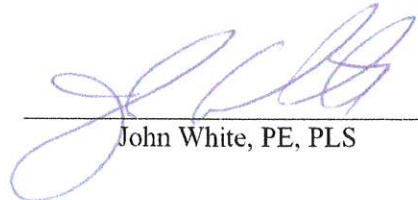
The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. INFORMATION FOR BIDDERS

The attached Information for Bidders dated 12/05/2024, shall replace and supersede the previous Information for Bidders, which was included in the Contract Documents. The Information for Bidders has been amended to reflect changes to the Bid Proposal package requirements which now includes 3 signed copies of the Agreement, including the following:

(a) Agreement (2-pages); (b) ARPA MANDATORY ADDENDUM 2-1-24; (c) Byrd Anti-Lobbying Amendment (2 pages); Mandatory Addendum to All City of Tupelo Contracts dated October 28, 2022 (3 pages). The Agreement and all attached addendums and amendments shall be signed by the Contractor. The contract amount and dates shall be left blank to be filled in by the Owner upon approval and final execution of the Awarded Agreement. Performance and Payment Bonds are not required to be submitted as part of the Bid Proposal package. The Contractor shall be required to submit the Performance and Payment Bond in accordance with the Contract Documents following the award of the bid by the Owner.

The Agreement section and all addenda and amendments required for submittal with the Bid Proposal package are attached to this addendum.



John White, PE, PLS

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

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

Signed, this 12th day of December, 2024.

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

PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

Now, therefore,

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

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

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

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

Ausbern Construction Company, Inc.
By: [Signature] (L.S.)
(Principal)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

By: [Signature]

Trina Cobb, Attorney-in-Fact and Resident Mississippi Agent/Fisher Brown Bottrell, A Marsh & McLennan Agency LLC Company
IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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



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

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



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

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

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

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



Christina Manisco
 Christina Manisco, Notary

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works

DATE December 12, 2024

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL BID NO. 2024-066PW
PEMBERTON AVE DRAINAGE IMPROVEMENTS - **KWK**

Request:

We are requesting the contract approval for the Pemberton Ave Drainage Improvements Bid No. 2024-066PW.

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-???PW)

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

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

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

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 12-5-24
clarification 11-27-24

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

American Rescue Plan Act (ARPA) Mandatory Addendum (Revised 2/1/2024)

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Minority and Women Business Enterprises

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement

Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank agencybidbank@mississippi.org. You should receive a confirmation to retain in order to demonstrate proof of compliance.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Davis-Bacon Act

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage- in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

Copeland "Anti-Kickback" Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Publications

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Remedies

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

Termination for Cause and Convenience

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties agree to the following:

Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

Termination for Breach. Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Townes Construction Co IncBy: Armstead Townes IIIName: Armstead Townes, IIITitle: President

Date: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

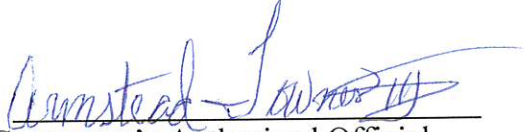
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Townes Construction CO, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Armstead Townes ~~pres~~ pres

Name and Title of Contractor's Authorized Official

12-12-24

Date

Mandatory Addendum to All City of Tupelo Contracts October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:

Townes Construction Co Inc
Armstead Townes
CONTRACTING PARTY
Date:

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

AGREEMENT

This AGREEMENT, made this ____ day of _____, 20__ by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of PEMBERTON AVENUE DRAINAGE IMPROVEMENTS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of _____, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:***CITY OF TUPELO, MISSISSIPPI***

BY: _____
 Name: _____
 Title: _____

ATTEST:

BY: _____
 Name: _____
 Title: _____

OWNER'S SEAL**CONTRACTOR:**

BY: Armstead Townes III
 Name: armstead Townes III
 Title: President

ATTEST:

BY: Lena Townes
 Name: Lena Townes
 Title: Sec Treas

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 05, 2024

NAME OF PROJECT: **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

OWNER: City of Tupelo

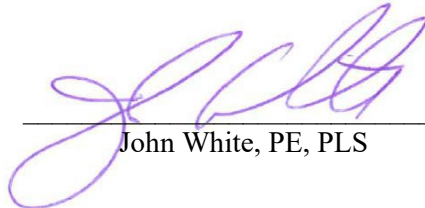
The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. INFORMATION FOR BIDDERS

The attached Information for Bidders dated 12/05/2024, shall replace and supersede the previous Information for Bidders, which was included in the Contract Documents. The Information for Bidders has been amended to reflect changes to the Bid Proposal package requirements which now includes 3 signed copies of the Agreement, including the following:

(a) Agreement (2-pages); (b) ARPA MANDATORY ADDENDUM 2-1-24; (c) Byrd Anti-Lobbying Amendment (2 pages); Mandatory Addendum to All City of Tupelo Contracts dated October 28, 2022 (3 pages). The Agreement and all attached addendums and amendments shall be signed by the Contractor. The contract amount and dates shall be left blank to be filled in by the Owner upon approval and final execution of the Awarded Agreement. Performance and Payment Bonds are not required to be submitted as part of the Bid Proposal package. The Contractor shall be required to submit the Performance and Payment Bond in accordance with the Contract Documents following the award of the bid by the Owner.

The Agreement section and all addenda and amendments required for submittal with the Bid Proposal package are attached to this addendum.



John White, PE, PLS



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE December 10, 2024

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 2024-25 fiscal year. Legal has reviewed the contracts.

Note:

List of Associations

Tupelo Pickleball

Friends of the Park

Veterans Council

Tupelo Skate Park

Tupelo Disc Golf

Northeast MS Umpire

Tupelo Therapeutic Recreation

Tupelo Fourth of July Celebration

Tupelo Aquatic Group

Tupelo Youth Soccer

Tupelo Tennis

Tupelo Softball

Tupelo Baseball

Tupelo City Museum

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, 2024 and ending September 30, 2025.

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, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO PICKLEBALL 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, 2024 and ending on September 30, 2025.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO PICKLEBALL ASSOCIATION

By: _____
President

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, 2024 and ending September 30, 2025.

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

Marketing Director

\$40,000

\$10,000

October 1, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
_____ day of _____ 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

FRIENDS OF THE PARK

By:  _____
President

EXHIBIT A

October 1, 2024 to September 30, 2025

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

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, 2024, and ending on September 30, 2025.

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 hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

FRIENDS OF THE PARK

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, 2024.

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, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
 _____ day of _____ 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
 Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
 President Jim Ingram

VETERANS COUNCIL

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, 2024, and ending on September 30, 2025.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

VETERANS COUNCIL

By:  _____
President

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, 2024 and ending on September 30, 2025.

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.

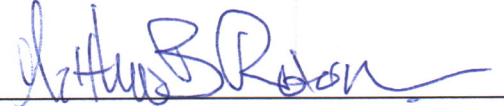
SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSPA's funds shall be returned to it by TSC and TSPA 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 _____, 2024.

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, 2024 and ending September 30, 2025.

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, 2024 to September 30, 2025		

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2024.

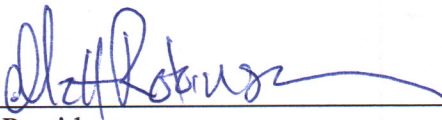
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SKATE PARK 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, 2024 and ending on September 30, 2025.

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.

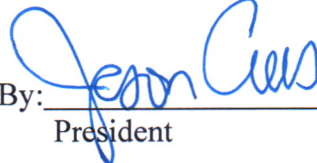
SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. 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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 9th day of December, 2024.

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, 2024 and ending September 30, 2025.

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, 2024 to September 30, 2025		

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 9th
day of 12-9-24 December 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: Joan Cus _____
President

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, 2024 and ending on September 30, 2025.

City agrees to pay NEMUA the amount of (\$25.00) per umpire for each youth and adult slow pitch game and (\$40.00) 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.

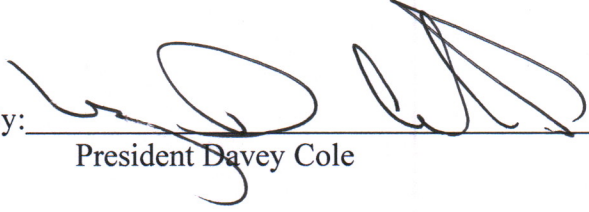
As additional consideration for this contract, NEMUA agrees to abide by all City of Tupelo ordinances, policies and safety requirements. NEMUA agrees that all officials assigned to work local league games will sign a criminal background check authorization form. NEMUA further agrees to hold harmless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

resulting from said provision of professional services. Dated this the _____ day of _____
_____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordon

NORTHEAST MISSISSIPPI UMPIRE
ASSOCIATION

By:  _____
President Davey Cole

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, 2024 and ending on September 30, 2025.

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 therapeutic 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.

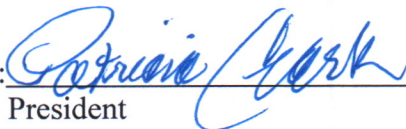
SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. 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 WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO THERAPEUTIC RECREATION
ASSOCIATION

By:  _____
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, 2024 and ending September 30, 2025.

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

Tournament

\$35,000

Quarterly Fee

\$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, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2024.

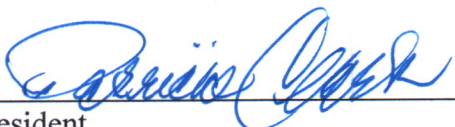
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By:  _____
President

TUPELO FOURTH OF JULY CELEBRATION AND CITY OF TUPELO AGREEMENT

Item # 19.

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, 2024 and ending on September 30, 2025.

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 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.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of 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 24 day of _____

December

, 2024.

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, 2024 and ending September 30, 2025.

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 TFJCA 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, 2024 to September 30, 2025		

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 12th
day of December 2024.

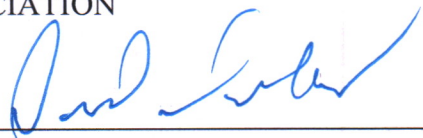
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By:  _____
President

TUPELO 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, 2024 and ending September 30, 2025.

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 WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO AQUATIC GROUP

By: Blair Hym
President

TUPELO AQUATIC GROUP AND TUPELO SPORTS COUNCIL AGREEMENT

Item # 19.

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, 2024 and ending September 30, 2025.

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

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

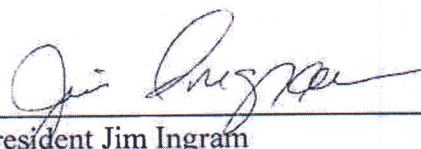
October 1, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2024.

CITY OF TUPELO, MISSISSIPPI

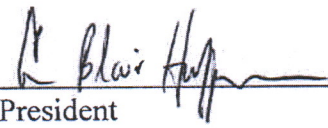
By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By:  _____
President Jim Ingram

TUPELO AQUATIC GROUP

Item # 19.

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, 2024 and ending September 30, 2025.

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

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, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
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, 2024 and ending on September 30, 2025.

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.

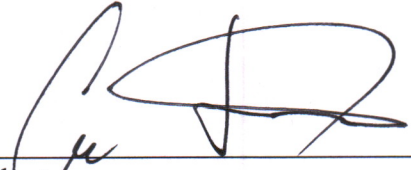
SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. 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 hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH SOCCER 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, 2024 and ending on September 30, 2025.

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.

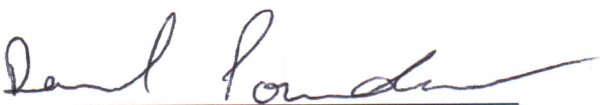
SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. 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 _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO TENNIS ASSOCIATION

By: 
President

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, 2024 and ending September 30, 2025.

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

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice th
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, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of
_____ 2024.

CITY OF TUPELO, MISSISSIPPI

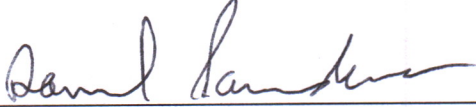
By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO TENNIS ASSOCIATION

Item # 19.

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, 2024 and ending September 30, 2025.

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 hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SOFTBALL ASSOCIATION

By: Tas Almon
President

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, 2024 and ending September 30, 2025.

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

Tournament

\$35,000

Quarterly Fee

\$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

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

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION

By: Tor _____
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, 2024 and ending September 30, 2025.

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

Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2024 to September 30, 2025

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2024.

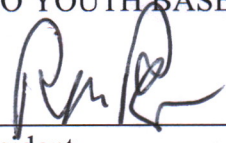
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL 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, 2024 and ending on September 30, 2025.

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 hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President

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, 2024 and ending September 30, 2025.

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

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice th
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, 2024 to September 30, 2025

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

_____ 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

CITY MUSEUM ASSOCIATION

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, 2024, and ending on September 30, 2025.

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.

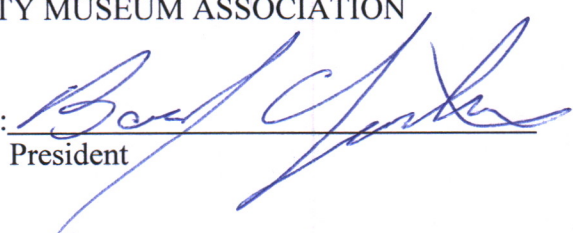
SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. 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 WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2025.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

CITY MUSEUM ASSOCIATION

By: 
President



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned

DATE December 12, 2024

SUBJECT: IN THE MATTER OF REJECTION OF BID FOR TUPELO AQUATIC
CENTER POOL LINER REPLACEMENT AF

Request:

I would like to recommend to the Mayor and City Council that you reject the bid for the Tupelo Aquatic Center pool liner replacement due to only 1 bidder and they didn't provide a valid Mississippi license number so the bid was not opened.

Please see attached
Rejection Letter from Architect

JBHM Architecture

JBHM Architects, P.A.
105 Court Street
Tupelo, Mississippi 38804

662 844 1822
info@jbhm.com

December 5, 2024

City of Tupelo, Parks & Recreation
71 East Troy Street
Tupelo, Mississippi 38804

RE: City of Tupelo, Parks and Recreation; Tupelo Aquatic Center Pool Liner Replacement

After review of the bid, it has come to our attention that DWR Aquatic did not include a valid Mississippi license number in their submission. As per the project requirements, possessing a valid Mississippi license is mandatory for all contractors.

Given this omission, I recommend that DWR Aquatic's bid be rejected.

Please advise as to how you wish for us to proceed. Should you have any questions, please call.

Sincerely,

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT



Brandon P. Bishop, AIA, NCARB, Principal

cc: JBHM# 24037.00

OFFICES
Columbus
Jackson
Tupelo

PRINCIPALS
RYAN C. FLORRICH, AIA
JOSEPH S. HENDERSON, AIA
WILLIAM M. LEWIS, AIA
RICHARD H. MCNEEL, AIA



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE December 11, 2024

SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF ONE (1) 1500 kVA 3-PHASE PADMOUNT TRANSFORMER **JT**

Request:

I respectfully request your approval of an emergency purchase for the following:

- One (1) 1500 kVA 12870/277/480 3-phase padmount transformer – On November 27, 2024, Arkansas Electric submitted the lowest quote for this transformer at \$59,350.00. This cost is subject to review at the time of shipment. The lead time for this transformer is 12-14 weeks.

Note: The second quote received was from Howard Industries in the amount of \$144,789.00 with a lead time of 52 weeks.



This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer and wire cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.



Arkansas Electric Cooperatives, Inc.
Utility Sales & Services Division

 sales@aeci.com
 800.451.8061

Item # 21.

QUOTE

Entered By

ethan.bly@aeci.com

Ethan Bly

Page 1
11/27/24

Arkansas Electric Cooperative Inc.

Quote: SQ35183

Customer Info: CITY OF TUPELO - 320 NORTH FRONT TUPELO MS 38802

Notes:

Item Number	Customer Item#	Qty	Item Price	Ext. Price
Item Description	Est. Delivery	UOM		
1 E15001282748WT3PPAD		1	59,350.00	59,350.00
1500KVA 12870 277/480 WT 3PAD		EA		
Note: 12-14 WEEKS				
			Quote Total	59,350.00

For any questions about this quote, please contact your Sales Coordinator.

Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

CASEY TURNER
TUPELO WATER & LT. DEPT
PO BOX 1485 ACCT PAYABLE
TUPELO, MS 38802

FOB: DESTINATION
PRICING: * SEE STATEMENT BELOW *
AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: TUPELO W&L

QUOTATION NO: ME-7315
QUOTATION DATE: 11/26/2024
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	1	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 1500 KVA HV: 12870 DELTA 95KV BIL LV: 480Y/277 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW IMPED = 5.8 OIL TYPE: MINERAL STOCK NUMBER: CU/CU	\$158,980.00	52-52 WKS
ITEM 2	1	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 1500 KVA HV: 12870 DELTA 95KV BIL LV: 480Y/277 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW IMPED = 5.8 OIL TYPE: MINERAL STOCK NUMBER: CU/AL	\$144,789.00	52-52 WKS
QUOTED PER CUSTOMER INQUIRY DATED 11/5/24 NON EVALUATED THREE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS WELLS/INSERTS BAYONET FUSING 8 HOLE SPADES ITEM 1 QUOTED WITH COPPER PRIMARY AND SECONDARY WINDINGS ITEM 2 QUOTED WITH COPPER PRIMARY AND ALUMINUM SECONDARY WINDINGS QUOTING SPLIT TAPS AT 2.5% INCREMENTS				
NOTE				

CASEY TURNER
TUPELO WATER & LT. DEPT
PO BOX 1485 ACCT PAYABLE
TUPELO, MS 38802

FOB: DESTINATION
PRICING: * SEE STATEMENT BELOW *
AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: TUPELO W&L

QUOTATION NO: ME-7315
QUOTATION DATE: 11/26/2024
PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		<p>* DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.</p> <p>DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.</p> <p>ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>		

ORDER

ORDER AUTHORIZING EMERGENCY PURCHASE OF ONE (1) 1500 kVA THREE PHASE PADMOUNT TRANSFORMER

WHEREAS, the Tupelo Water and Light Department has nearly exhausted its supply of 1500 kVA three phase padmount transformers; and

WHEREAS, in order to replenish these transformers, quotes for one (1) 1500 kVA three phase padmount transformer were obtained, and on November 27, 2024, Arkansas Electric Cooperatives, Inc. submitted the lowest and best quote for this transformer at \$59,350.00; and

WHEREAS, due to the lead time of 12-14 weeks for this transformer, Arkansas Electric Cooperatives, Inc. would not hold the quote, and the cost is subject to review at the time of shipment; and

WHEREAS, the manufacturer cited the volatility of the metals market and other key factors beyond the manufacturer's control for being unable to guarantee the pricing; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to emergency purchase where it would otherwise be a detriment to the interest of the municipality to allow time for obtaining firm quotes and issuing purchase orders; and

WHEREAS, these materials and supplies are critical to placement of new and replacement of existing electrical projects, and the lead times involved between order and delivery pose an emergency of running out of these supplies and materials.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The prefatory clauses above are incorporated in the findings of the City Council.

SECTION 2. The City Council finds that further delay will be detrimental to the city, and an emergency purchase is required to order the materials and supplies without a firm delivery price.

SECTION 3. The Water and Light Department is authorized on an emergency basis to order these transformers without a firm delivery price.

The foregoing order was proposed in a motion by Council Member _____, seconded by Council Member _____, and after discussion, no council member having called for a reading, was brought to a vote as follows:

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

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of December, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Nettie Davis, President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan, Mayor

Date: _____



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: December 11, 2024

SUBJECT: IN THE MATTER OF REQUEST TO REJECT BID # 2024-063WL –
SOURCES OF SUPPLY (12 MONTH SUPPLY BID) **JT**

Request:

I recommend that you reject the following bid on Tuesday, December 17, 2024:

Bid No. 2024-063WL – Sources of Supply (12 Month Supply Bid) – This bid was not advertised in the newspaper as required by state law and therefore, I ask that it be rejected. We will rebid as soon as possible.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: December 11, 2024

SUBJECT: IN THE MATTER OF REQUEST TO REJECT BID # 2024-064WL – WATER MATERIALS (6 MONTH SUPPLY BID) JT

Request:

I recommend that you reject the following bid on Tuesday, January 2, 2024:

Bid No. 2023-052WL – West Jackson Street (Madison to Front) - Overhead to Underground Relocation of Electric Utilities and/or Street Lighting Facilities – The sole bidder on this project, Reinhold Electric, did not have a Certificate of Responsibility in Mississippi at the time of the bid opening. Therefore, we are not able to accept their bid proposal.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE December 11, 2024
SUBJECT: IN THE MATTER OF AWARD OF BID # 2024-062WL – COLONIAL
ESTATES LIFT STATION REHABILITATION **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, December 11, 2024:

Bid No. 2024-062WL – Colonial Estates Lift Station Rehabilitation to the low qualified bid submitted by Paul Smithey Construction Company, Inc. in the amount of \$504,560.81 as recommended by Cook Coggin Engineers.

Two (2) bids were received:

- | | |
|---|--------------|
| • Paul Smithey Construction Company, Inc. | \$504,560.81 |
| • Phillips Contracting Company, Inc. | \$560,000.00 |



3-10114-24M

December 10, 2024

Todd Jordan, Mayor
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

**TWL COLONIAL ESTATES LIFT STATION REHABILITATION
BID NO. 2024-062WL
LEE COUNTY, MS**

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the tabulation is attached. The original bids will be returned to the City promptly.

Please note that **PAUL SMITHEY CONSTRUCTION CO., INC.** submitted the low BASE BID of **\$467,285.81**, with the low ADDITIVE ALTERNATE NO. 1 of **\$37,275.00**.

Therefore, given the Tabulated Bids and designated budget, results indicate an award to **PAUL SMITHEY CONSTRUCTION** in the amount of their total BASE BID plus ADDITIVE ALTERNATE NO. 1 for a total **CONTRACT AWARD** of **\$504,560.81**.

PAUL SMITHEY CONSTRUCTION CO., INC. is an experienced contractor in reputable standing and has the essential resources to perform the work required.

Please advise should there be concerns.

Mark Weeden, P.E.
Principal/ Project Manager

Copy To: Paul Smithey Construction Co., Inc., PO Box 367, Belden, MS 38826

December 10, 2024 @ 10:00am Tupelo City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804				04370-MC Paul Smithey Construction Co., Inc. PO Box 367 Belden, MS 38826		00229-MC Phillips Contracting Co., Inc. PO Box 7530 Columbus, MS 39705	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
COLONIAL ESTATES LS REHABILITATION							
BASE BID							
1	900 GPM Sewage Lift Station (Includes Removal of Existing Equipment and Electrical, Site Work, Bypass Pumping Arrangement, Insertion Valve, Duplex Submersible Pump Equipment, Control Panel with VFDs, SCADA Equipmmment, Electrical, Valve Vault, Valve Vault Hatch and Top, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 437,285.81	\$ 437,285.81	\$ 490,000.00	\$ 490,000.00
2	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID PRICE					\$ 467,285.81		\$ 520,000.00
ADDITIVE ALTERNATE NO. 1							
3	Equalization Basin Cleaning and Removal of Waste	1	LS	\$ 37,275.00	\$ 37,275.00	\$ 40,000.00	\$ 40,000.00
TOTAL ADD. ALT. NO 1					\$ 37,275.00		\$ 40,000.00
TOTAL BASE BID + ALTERNATE NO. 1					\$ 504,560.81		\$ 560,000.00

COOK COGGIN ENGINEERS, INC.



TWL Colonial Estates Lift Station Rehabilitation,
 ARC Project No. 21688, Bid No. 2024-062WL
 City of Tupelo, City Hall – Tax Office
 71 East Troy Street
 Tupelo, MS 38804
 December 10, 2024 @ 10:00AM

BID OPENING CONFERENCE – LIST OF ATTENDEES

Participant

Representing

Chris Lewis	TWZL
Johnny Timmons	TWZ
Allen Tatum	Phillips Cant.
Shelley Adams	Three Rivers ADD
Caleb Fancher	CCE
Traci Dillard	COT
Stephen N. Reed	COT
Shirley	CLF
Sen Logan	COT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Paul Smithey Construction Co., Inc.

as Principal, and The Gray Casualty & Surety Company

as Surety, are hereby held and firmly bound unto CITY OF TUPELO as owner in the
penal sum of Five percent of amount bid (5%)

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 10th day of December, 2024

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the COLONIAL ESTATES LIFT STATION REHABILITATION.

NOW, THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said

10114

00 43 13

Bid Security Form
ARC

2024.09.30

Page 1 of 2

Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Paul Smithy Construction Co., Inc.

By  (L.S.)
Principal

The Gray Casualty & Surety Company

Surety

SEAL

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

#10804

3-10114 TWL Colonial Estates Lift Station Rehabilitation, ARC


Received December 10, 2024 9:05am CST

Paul Smithey Construction Co., Inc

Certificate of Resp # 04370-MC

Contact	Wesley Nelson
Address	702 Westmoreland Drive Tupelo, MS 38801
Phone	662-844-0794
Email	paulsmitheyconst@att.net

Attachments

 IMG_20241210_0002.pdf (6.2 MB)

Harris Madden Powell Stallings and Brown
12/09/2024 09:07 2904036034006

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Paul Smithey Construction Co., Inc.

Project: Colonial Estates Lift Station Rehabilitation

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of December, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of December, 2024.

Leigh Anne Henican



BID FORM

Proposal of Paul Smithy Construction Company, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as a Corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for COLONIAL ESTATES LIFT STATION REHABILITATION, ARC PROJECT NO. 21688, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Project #10114

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
COLONIAL ESTATES LS REHABILITATION					
BASE BID					
1	900 GPM Sewage Lift Station (Includes Removal of Existing Equipment and Electrical, Site Work, Bypass Pumping Arrangement, Insertion Valve, Duplex Submersible Pump Equipment, Control Panel with VFDs, SCADA Equipment, Electrical, Valve Vault, Valve Vault Hatch and Top, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 437,285.81	\$ 437,285.81
2	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID					\$ 467,285.81
ADDITIVE ALTERNATE NO. 1					
3	Equalization Basin Cleaning and Removal of Waste	1	LS	\$ 37,275.00	\$ 37,275.00
TOTAL ADD. ALT. NO. 1					\$ 37,275.00

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

10114

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Bid Form

2024.10.09

Page 3 of 4

The bid security attached in the sum of 5%
 _____ Dollars, (\$ _____) (5% of the Total Bid)
 is to become the property of the Owner in the event the contract and bond are not
 executed within the time set forth, as liquidated damages for the delay and additional
 expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

X Resident Contractor _____ Non-Resident Contractor
 (See Information for Bidders)

Respectfully submitted this the 10th day of December, 2024.

By [Signature] Title President

Company Paul Smithy Construction Co, Inc.

Address P.O. Box 357 Belden, Ms 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address paulsmithyconst@att.net

SEAL (If bid is by a corporation.)

STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Appropriate Recipient)

Paul Smitley Construction Co, Inc. Date 12.10.2024

Project No. ARC PROJECT NO. 21688

Project Name: COLONIAL ESTATES LIFT STATION REHABILITATION

The Undersigned, having executed a contract with

For the construction of the above identified project acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract:
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontracts is his responsibility.
-

He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5(29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276A-2(a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an eligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
-

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

10114

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Contractor's Certification ARC

2024.09.30

Page 1 of 3

He certifies that:

The legal name and the business address of the undersigned are:

Paul Smithey Construction Co., Inc.
P.O. Box 357 Belden, MS 38826

And our Federal Identification No. is 64-0727854
(Please complete)

The undersigned is

- (1) ___ A SINGLE PROPRIETORSHIP (3) X A CORPORATION ORGANIZED IN
THE STATE OF Mississippi
- (2) ___ A PARTNERSHIP (4) ___ OTHER ORGANIZATION (describe)

(c) The name, title and addresses of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
Wesley Nelson	President	P.O. Box 357 Belden, MS 38826

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the interest (if none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The name, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Paul Smithey Construction Co, Inc.
(Contractor)

By 

Date 12-10-2024

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in pare: (Whoever... makes, passes, utters or publishes any statement, knowing to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include Zip Code)

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ YES ☒ NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Exec. Order 11246 as amended?

☐ YES ☒ NO

00 22 14.3

Cert of Bidder Regarding EEO
HUD 860.1 (11-78) ARC

Page 1 of 2

1978.11

NAME AND TITLE OF SIGNER (Please Type)

Paul Smithey Construction Company, Inc.
Wesley Nelson - President



SIGNATURE

12-10-24

DATE

Replaces Form HUD 4238, CD-1 which is obsolete

HUD-860.1(11-78)

1978.11

00 22 14.3

Cert of Bidder Regarding EEO
HUD 860.1 (11-78) ARC
Page 2 of 2

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: COLONIAL ESTATES LIFT STATION REHABILITATION

Termini: CITY OF TUPELO

Prime Consultant: Paul Smithy Construction Company, Inc.


By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

459901

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:  12.10.24
 Authorized Officer or Agent Date
Wesley Nelson President
 Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor/Consultant

SWORN TO AND SUBSCRIBED before me on this the 10th day of December


 NOTARY PUBLIC
 My Commission Expires: _____



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

BID FORM

Proposal of Phillips Contracting Co., Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as Corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **COLONIAL ESTATES LIFT STATION REHABILITATION, ARC PROJECT NO. 21688**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

1 - 12/5/24

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Project #10114

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
COLONIAL ESTATES LS REHABILITATION					
BASE BID:					
1	900 GPM Sewage Lift Station (Includes Removal of Existing Equipment and Electrical, Site Work, Bypass Pumping Arrangement, Insertion Valve, Duplex Submersible Pump Equipment, Control Panel with VFDs, SCADA Equipment, Electrical, Valve Vault, Valve Vault Hatch and Top, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 480,000.00 490,000.00	\$ 480,000.00 490,000.00
2	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID					\$ 520,000.00
ADDITIVE ALTERNATE NO. 1					
3	Equalization Basin Cleaning and Removal of Waste	1	LS	\$ 40,000.00	\$ 40,000.00
TOTAL ADD. ALT. NO. 1					\$ 40,000.00

6 H

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of 590k Bid
590k Bid Dollars, (\$ 590k Bid) (5% of the Total Bid)
 is to become the property of the Owner in the event the contract and bond are not
 executed within the time set forth, as liquidated damages for the delay and additional
 expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

X Resident Contractor _____ Non-Resident Contractor
 (See Information for Bidders)

Respectfully submitted this the 10th day of December, 2024

By [Signature] Title President

Company Phillips Contracting Co. Inc.

Address P.O. Box 7530, Columbus MS 39705

Phone 662-328-6250

Employer Identification No. 64-0345215

Email Address allen@phillipscontracting.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Phillips Contracting Co., Inc.

as Principal, and Fidelity and Deposit Company of Maryland

as Surety, are hereby held and firmly bound unto **CITY OF TUPELO** as owner in the

penal sum of Five Percent (5%) of the amount of bid-----

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 10th day of December, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the **COLONIAL ESTATES LIFT STATION REHABILITATION.**

NOW, THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said

Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Phillips Contracting Co., Inc.

By:  (L.S.)
Principal

Fidelity and Deposit Company of Maryland

Surety



SEAL

By: 
Peggy L. Jackson, Attorney-in-Fact
Resident Mississippi Agent
Fisher Brown Bottrell, A March &
McLennan Agency LLC Company

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of October, A.D. 2023.



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

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

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the

said Companies, this 10th day of December 2024.



MJ Pethick

By: **Mary Jean Pethick**
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

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

STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Appropriate Recipient)

Phillips Contracting Co., Inc.
P.O. Box 7530
Columbus, MS 39705

Date *12/10/24*

Project No. ARC PROJECT NO. 21688

Project Name: **COLONIAL ESTATES LIFT STATION REHABILITATION**

The Undersigned, having executed a contract with

For the construction of the above identified project acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontracts is his responsibility.

He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5(29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276A-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an eligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

He certifies that:

The legal name and the business address of the undersigned are:

P.O. Box 7530
Columbus, MS 39705

And our Federal Identification No. is 64-0345215
(Please complete)

The undersigned is

- (1) ___ A SINGLE PROPRIETORSHIP (3) ☒ A CORPORATION ORGANIZED IN
THE STATE OF Mississippi
(2) ___ A PARTNERSHIP (4) ___ OTHER ORGANIZATION (describe)

(c) The name, title and addresses of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
Blake Hill	President	P.O. Box 7530, Columbus MS 39705
Allen Tatum	Vice-President	" "
Tyler Sheppard	" "	" "
Rebecca Hayes	Sec/Treas	" "

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the interest (if none, so state)

NAME	ADDRESS	NATURE OF INTEREST

- (e) The name, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Phillips Contracting Co., Inc.
(Contractor)

By 

Date 12/10/24

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in pare: (Whoever... makes, passes, utters or publishes any statement, knowing to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include Zip Code)

*Phillips Contracting Co., Inc.
P.O. Box 7530
Columbus, MS 39705*

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Exec. Order 11246 as amended?

☐ YES ☒ NO

00 22 14.3

Cert of Bidder Regarding EEO
HUD 860.1 (11-78) ARC

1978.11

Page 1 of 2

NAME AND TITLE OF SIGNER (Please Type)

Blake Hill, President



SIGNATURE

12/10/24

DATE

Replaces Form HUD 4238, CD-1 which is obsolete

HUD-860.1(11-78)



3-10114
BID NO. 2024-062WL

ADDENDUM NO. 1
TO THE
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COLONIAL ESTATES LIFT STATION REHABILITATION
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for COLONIAL ESTATES LIFT STATION REHABILITATION dated OCTOBER 2024, and shall remain in full force except as herein amended.

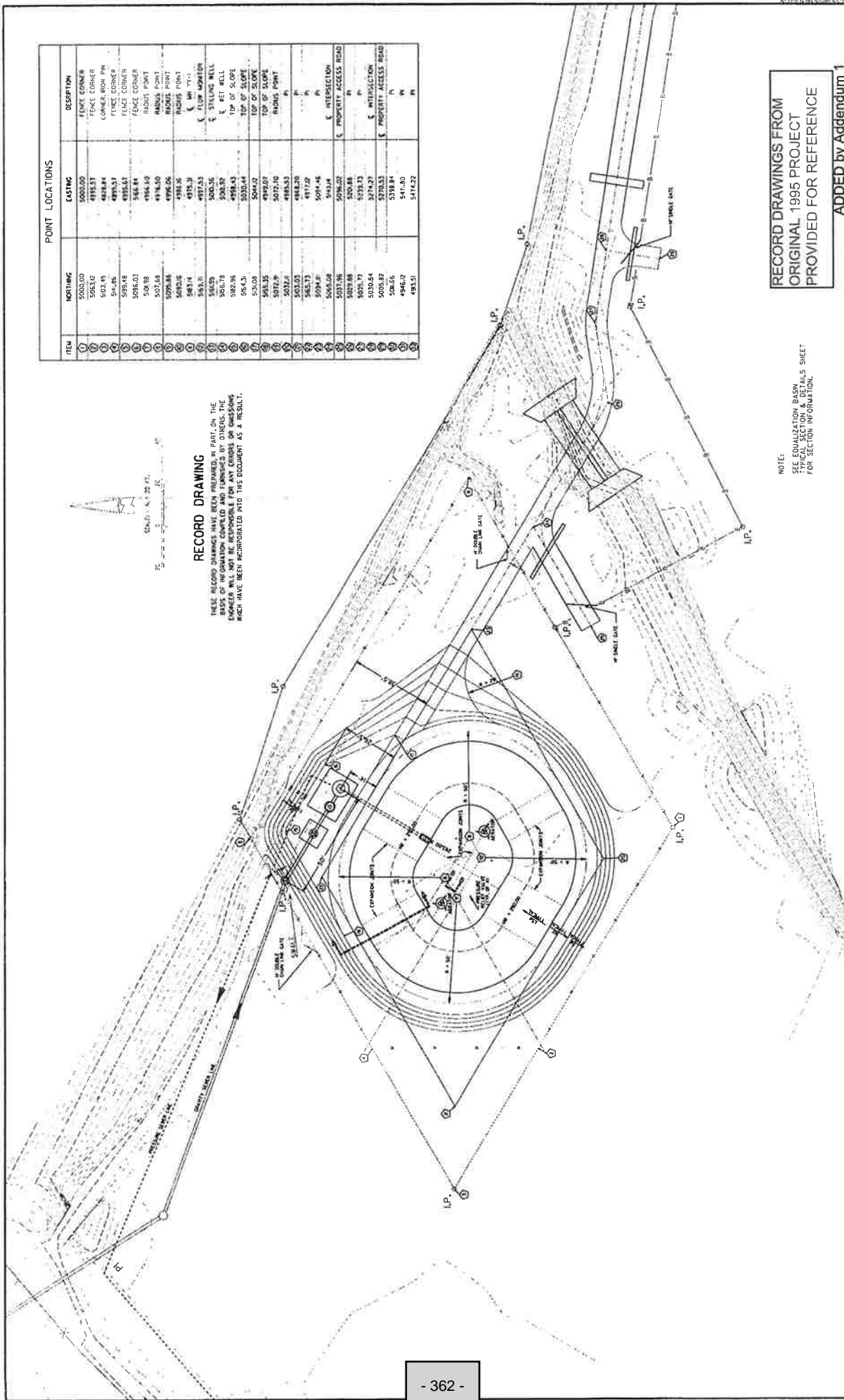
APPENDIX

1. ADD the attached Record Drawings, marked "ADDED by Addendum 1".
Record Drawings from 1995 added for reference

This the 5th day of December 2024.



John Mark Weeden, P.E.
Project Engineer



POINT LOCATIONS

ITEM	NORTHING	EASTING	DESCRIPTION
1	5000.00	5000.00	FENCE CORNER
2	5003.02	4995.37	FENCE CORNER
3	5011.95	4998.84	CORNER ROAD PIN
4	5014.86	4995.37	FENCE CORNER
5	5095.48	4995.67	FENCE CORNER
6	5095.03	544.84	FENCE CORNER
7	508.98	4964.50	RADIUS POINT
8	507.58	4964.50	RADIUS POINT
9	5075.88	4996.06	RADIUS POINT
10	5075.88	4996.06	RADIUS POINT
11	545.14	4975.31	1/4 MI. Y+1
12	545.14	4975.31	1/4 MI. Y+1
13	545.14	4975.31	1/4 MI. Y+1
14	545.14	4975.31	1/4 MI. Y+1
15	545.14	4975.31	1/4 MI. Y+1
16	545.14	4975.31	1/4 MI. Y+1
17	545.14	4975.31	1/4 MI. Y+1
18	545.14	4975.31	1/4 MI. Y+1
19	545.14	4975.31	1/4 MI. Y+1
20	545.14	4975.31	1/4 MI. Y+1
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22	545.14	4975.31	1/4 MI. Y+1
23	545.14	4975.31	1/4 MI. Y+1
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93	545.14	4975.31	1/4 MI. Y+1
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95	545.14	4975.31	1/4 MI. Y+1
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97	545.14	4975.31	1/4 MI. Y+1
98	545.14	4975.31	1/4 MI. Y+1
99	545.14	4975.31	1/4 MI. Y+1
100	545.14	4975.31	1/4 MI. Y+1

RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED IN PART ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

NOTE:
SEE EQUALIZATION BASIN
DRAWING FOR DETAILS SHEET
FOR SECTION INFORMATION.

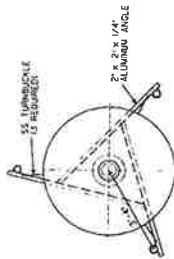
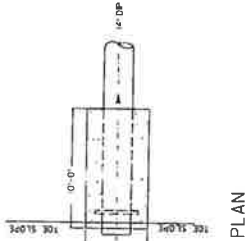
RECORD DRAWINGS FROM
ORIGINAL 1995 PROJECT
PROVIDED FOR REFERENCE

ADDED by Addendum 1

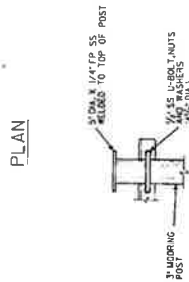
DR.BY: WDG. CL.BY: LRC	PROJECT NO. 3-5381	DATE OCT '95 REVISED: NOV. '95 P.O. FEB. 27, 1997	BELDEN / RIDGEWAY TROUBLE SPOT TUPELO, MISSISSIPPI	STAKING & GRADING	DRAWING NO. II	SHEET NO. II
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Item # 24.

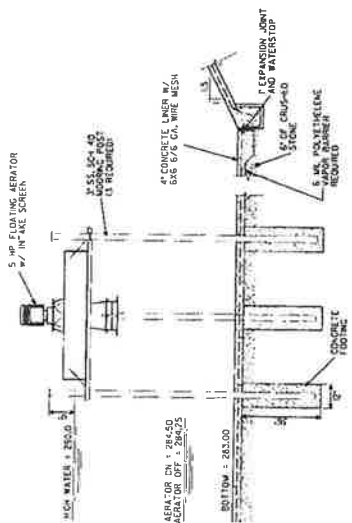
THE EQUALIZATION BASIN SHALL HAVE A TOTAL OF 4 PRESSURE RELIEF VALVES. THE BOTTOM VALVE SHALL BE A 1/2" NPT VALVE. THE OTHER THREE SHALL BE 1/4" NPT VALVES. THE BOTTOM VALVE SHALL BE INSTALLED WITH THE MANUFACTURER'S INSTRUCTIONS. CLOSURE SHALL BE INSTALLED WITH THE MANUFACTURER'S INSTRUCTIONS.



MOORING DETAIL



AERATOR DETAILS

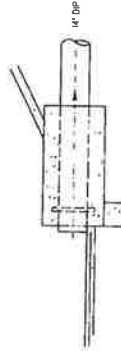


NTS

MOORING DETAIL

SECTION 9 EQUALIZATION RETURN LINE

NTS



PLAN

PLAN

SECTION A-A

NTS



SECTION B-B

NTS

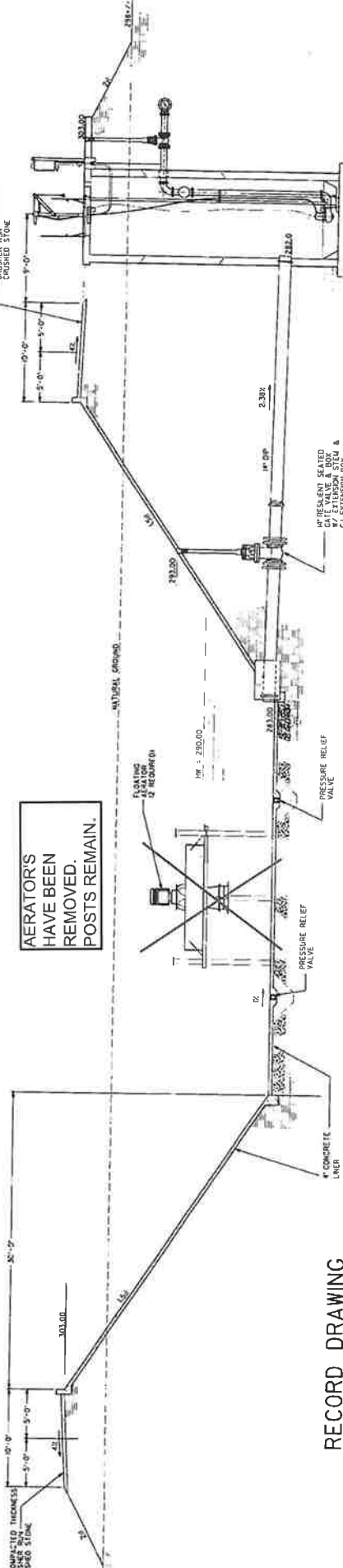


RESSURE RELIEF VALVE

TYPICAL OF 4

NTS

AERATOR'S
HAVE BEEN
REMOVED.
POSTS REMAIN.



RECORD DRAWING

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NOTE:
COMPACT SUBGRADE TO AN
UNYIELDING FOUNDATION
INCORPORATE COURSE CRUSHED
STONE IF NECESSARY.
(NO SEPARATE PAY ITEM)

RECORD DRAWINGS FROM
ORIGINAL 1995 PROJECT
PROVIDED FOR REFERENCE

ADDED by Addendum 1



PROJECT NO.
3-5381

DATE
NOV '95
R.D. FEB. 27, 1997

BELDEN / RIDGEWAY TROUBLE SPOT
TUPELO, MISSISSIPPI

EQUALIZATION BASIN
TYPICAL SECTION & DETAILS

DRAWING NO.
SHEET NO.
12

Item # 24.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE November 26, 2024

SUBJECT: IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TUPELO, MISSISSIPPI, LEE COUNTY, MISSISSIPPI AND TARGET CORPORATION; AND FOR RELATED PURPOSES (tabled at 12-3-2024 meeting)

Request:

Please find attached resolution approving the form of and authorizing the development agreement between Tupelo, Lee County and Target. The parties are still working on certain provisions of the development agreement but expect to have them ready by Tuesday.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE April 11, 2024
SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

Request:

These development code amendments deal with residential uses by adding and revising definitions, changing uses within base zoning districts, updating tables and providing supplemental standards. These amendments will be considered separately by subject matter below:

- TA 23-01 (1) Definitions. Enacted in part 12-19-2023.
- TA 23-01 (2) Multifamily. Enacted in part 4-2-2024.
- TA 23-01 (3) Temporary Shelters. Moved to Study Agenda 2-20-2024.
- TA 23-01 (4) Congregate Living. Moved to Study Agenda 2-20-2024.
- TA 23-01 (5) Errata and Addenda of Separate Ordinances. Moved to Study Agenda 2-20-2024

These matters will be moved up when completed.