



TUPELO CITY COUNCIL SPECIAL CALLED MEETING

AUGUST 22, 2023 AT 4:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

CALL TO ORDER: **COUNCIL PRESIDENT TRAVIS BEARD**

ROUTINE AGENDA

1. IN THE MATTER OF DECLARING EMERGENCY AND AWARDED CONTRACT TO COOK COGGIN ENGINEERS FOR BRIDGE #202 US 278/WEST MAIN STREET
2. IN THE MATTER OF REQUEST TO REJECT BID # 2023-036WL (B&B SEWER REPLACEMENT) **JT**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

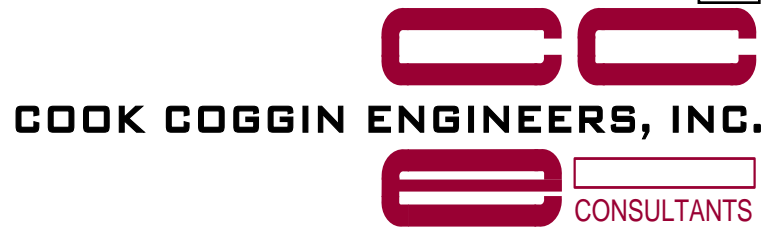
TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE: August 21, 2023

SUBJECT: IN THE MATTER OF DECLARING EMERGENCY AND AWARDED CONTRACT TO COOK COGGIN ENGINEERS FOR BRIDGE #202 US 278/WEST MAIN STREET

Request:

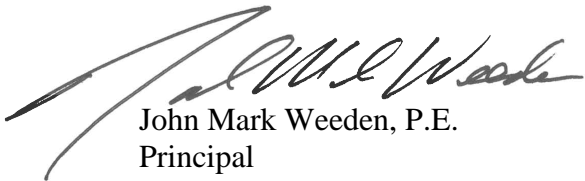


August 16, 2023

Mayor Todd Jordan
71 East Troy Street
Tupelo, MS 38804

CITY OF TUPELO – BRIDGE# 202 US 278/WEST MAIN STREET

Upon recent inspection of the bridge by Cook Coggin Engineers, Inc. and Neel-Schaffer, Inc., numerous defects and maintenance needs were identified. Cook Coggin and Neel-Schaffer engineers concluded that the structural integrity was compromised for the loadings it is currently experiencing and should be closed until further assessment can be conducted to determine a plan for repairs and/or replacement.



John Mark Weeden, P.E.
Principal

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between **CITY OF TUPELO**, located in **LEE** County, Mississippi, hereinafter referred to as the Owner and Cook Coggin Engineers, Inc., a Mississippi corporation, hereinafter referred to as the Engineers.

The Owner intends to **replace structure number SA410000000202 on West Main Street** and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the work, as stated herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - PLANNING AND DESIGN ENGINEERING SERVICES

That the Engineers shall furnish Planning and Design Engineering Services as follows:

1. The Engineers will perform the necessary design investigations, accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The Engineers will prepare an opinion of probable cost based on the construction plans and specifications. However, since the Engineers have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the Engineers' professional experience and judgment; but the Engineers cannot and do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
3. Prior to the advertisement for bids, the Engineers will provide the necessary copies of plans, specifications, and contract documents for the Owner and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained.
4. The Engineers will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copies.
5. The Engineers will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the Owner's use in awarding the contracts for construction.

6. After award if each contract, the Engineers will furnish the Owner the necessary contract documents for execution. The notice of award and the notice to proceed shall also be prepared by the Engineers for execution by the Owner.

SECTION B - CONSTRUCTION ENGINEERING SERVICES

That the Engineers shall furnish Construction Engineering Services as follows:

1. The Engineers will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the Engineers deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract.
2. The Engineers will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The Engineers will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The Engineers will review the Contractor's estimates for progress and final payments.
5. The Engineers will make final review of the completed construction and provide a written record of such to the Owner.
6. The Engineers will prepare the summary change order.
7. The Engineers will provide the Owner with one set of record drawings. Record drawings will be developed from the construction plans based upon information provided by the Contractor. Because these drawings are based on unverified information provided by other parties which will be assumed to be reliable, the Engineers cannot and do not warrant their accuracy.

SECTION C- OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

1. The Owner shall provide access to and make all provisions for the Engineers to enter upon public and private lands as required for the Engineers to perform such work as surveys and inspections in the development of the Project; and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.
2. The Owner will provide property surveys, property plats and legal descriptions.
3. The Owner will negotiate for land rights and easements as necessary.
4. The Owner will provide topographies, soils investigations, environmental assessments, wetlands and flood plains determination as required, except as provided for elsewhere in this agreement.
5. The Owner will arrange for field and laboratory testing for quality control such as density and material tests as necessary, except as provided for elsewhere in this agreement.

SECTION D - COMPENSATION FOR PLANNING AND DESIGN SERVICES

That the Owner shall compensate the Engineers for planning and design engineering services based on 7% of the Construction Contract Amount (Base Bid plus Additive Alternates, if any).

The compensation for planning and design engineering services shall be payable in the following manner:

1. A sum equal to ninety-five percent (95%) of the total compensation for planning and design services based on the Engineers' Construction Cost Estimate (Base Bid plus Additive Alternates, if any) after completion and submission of the construction plans, specifications, cost estimates, and contract documents.
2. A sum equal to five percent (5%) of the total compensation for planning and design service based on Construction Contract Amount (Base Bid plus Additive Alternates, if any) immediately after the Engineers make recommendations for awarding the Contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the Engineers under this section will not exceed 100% of the compensation determined on Construction Contract Amount (Base Bid plus Additive Alternates, if any).

If the work is bid in multiple projects or phases, each project or phase will be considered a separate project regarding compensation.

If the work is not let for public contract, compensation will be based on the Engineer's Construction Cost Estimate (Base Bid plus Additive Alternates, if any).

SECTION E - COMPENSATION FOR CONSTRUCTION ENGINEERING SERVICES

That the Owner shall compensate the Engineers for construction engineering services based on 5% of the Total Actual Construction Cost.

The compensation for construction phase engineering services shall be paid on a periodic basis during the construction period based on percentage ratios identical to those approved by the Engineers as a basis upon which to make partial payments to the Contractor.

If the work is not let for public contract, compensation will be based on the Engineer's Construction Cost Estimate (Base Bid plus Additive Alternates, if any).

SECTION F - SPECIAL SERVICES

That, the Engineers shall furnish or obtain from others Special Services of the following types which will be paid for by the Owner as indicated below.

1. Services provided in conjunction with the Clearing House Environmental Reporting, Environmental Review Process and related reporting, which may include, but not limited to, Cultural Resource Survey; Preliminary Wetland Delineation....etc.
2. Provisions of topographies, soils investigations, environmental assessments, stormwater pollution prevention plans and permit applications, wetlands and flood plains determination.
3. Provision of property surveys, plats, descriptions of needed land and easement rights with maps or plans related thereto; assistance in negotiating for land and easement rights.
4. Provision of roadway and railroad permit applications and assistance in administration of permit requirements and making changes to active permits.
5. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
6. Services associated with preparation of Anti-degradation Report and NPDES Permit Application.
7. Development of hydraulic assessments and/or hydraulic models and conducting hydraulic simulations to assess existing system deficiencies and to determine improvements needed to satisfy minimum regulatory requirements and/or system specific design criteria.

- 8. Design engineering services in connection with change orders to reflect modifications of the ongoing project.
- 9. Field and laboratory testing for quality control such as soil density and construction material tests.
- 10. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.
- 11. Planning and design engineering services as set out under Section A to modify the construction documents for re-bid processes.
- 12. Services rendered in conjunction with start-up, operator training and preparation of operation and maintenance manuals.
- 13. Services in connection with preparing, re-formatting modifying or editing the construction documents for electronic or online bidding purposes.
- 14. Additional services in connection with the Project not otherwise provided for in this Agreement.

Payment for the special services specified in this section shall be based on the Special Services fee Schedule as set forth in Attachment II which is attached hereto and made a part hereof by reference. The Engineers will render to the Owner an itemized bill for such services.

SECTION G - GENERAL CONSIDERATIONS

- 1. The standard of care for engineering services performed or furnished by the Engineers under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineers make no warranties, express or implied, under this Agreement, or otherwise, in connection with the Engineers' services. The Engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 2. The Engineers shall not at any time supervise, direct or have control over any contractor's work, nor shall the Engineers have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.
- 3. The Engineers neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the Owner and such contractor.

- 4. The Engineers have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The Engineers' construction engineering services do not include any administration of jobsite safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of jobsite safety administration or oversight by the Engineers. Neither the professional activities of the Engineers, nor the presence of the Engineers at a jobsite shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.

SECTION H - TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

The Owner and the Engineers further agree to the following conditions:

- 1. Either the Owner or the Engineers may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar day prior written notice. The Owner shall within 30 calendar days of termination pay the Engineers for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
- 2. The Owner acknowledges the Engineers' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineers. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineers. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineers, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Engineers.
- 3. The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.
- 4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and its partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.

- 5. This Agreement may be amended with mutual consent to conform to funding agency requirements.
- 6. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

In witness whereof the parties hereto have made and executed this Agreement the _____ day of _____, 2023.

Owner: City of Tupelo

By: 

Todd Jordan, Mayor
Type Name & Title

Attest: _____

Kim Hanna, CFO
Type Name & Title

Engineer: Cook Coggin Engineers, Inc.

By: 

John Mark Weeden, Principal
Type Name & Title

Physical Address: 71 East Troy Street
Tupelo, MS 38804

Mailing Address: 71 East Troy Street
Tupelo, MS 38804

Phone: (662) 841-6513
FAX: (662) 840-2075
Email: todd.jordan@tupeloms.gov

Physical Address: 703 Crossover Road
Tupelo, MS 38801

Mailing Address: P. O. Box 1526
Tupelo, MS 38801

Phone: (662) 842-7381
FAX: (662) 844-4564
Email: mweeden@cookcoggin.com

Attachment I

ENGINEER SERVICES FEE SCHEDULE
2023 PER DIEM RATES

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CHARGE</u>
Sr. Professional Engineer	\$180	per hour
Professional Engineer Lvl 2	\$155	per hour
Professional Engineer Lvl 1	\$120	per hour
Engineer Lvl 2	\$110	per hour
Engineer Lvl 1	\$95	per hour
Professional Land Surveyor	\$135	per hour
Professional Geologist	\$150	per hour
Senior Civil Engineer Technician	\$85	per hour
Civil Engineer Technician	\$75	per hour
Sr. Designer	\$100	per hour
Designer	\$75	per hour
CADD (Operator)	\$65	per hour
Sr. Project Administrator	\$135	per hour
Project Administrator	\$90	per hour
Sr. Engineer's Representative	\$90	per hour
Engineer's Representative	\$75	per hour
Contract Administrator Lvl 2	\$100	per hour
Contract Administrator Lvl	\$70	per hour
Clerical	\$70	per hour
GIS Specialist	\$95	per hour
GPS/GIS Technician	\$85	per hour
Aerial Drone Technician	\$95	per hour
Sr. Lab Technician	\$85	per hour
Lab Technician	\$55	per hour
Survey Crew Chief	\$85	per hour
Survey Crew Member	\$75	per hour
Boring Rig	\$150	per hour
Passenger Vehicle Mileage	\$0.655	per mile
Boring Rig Mileage	\$3.00	per mile

Actual cost of special test and services of special consultants plus 15%

Rates are subjected to CPI adjustment annually.

2023 MATERIAL TESTING SERVICES FEE SCHEDULE

<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>
<u>Soils/Aggregate Testing:</u>		
Laboratory Proctors	\$ 250.00	Each
Gradations (+10 Material)	\$ 90.00	Each
(-10 Material)	\$ 95.00	Each
Liquid/Plastic Limits	\$ 75.00	Each
Atterberg Limits (includes shrinkage limit)	\$ 100.00	Each
Nuclear Gauge Density Tests*	\$ 17.00	Each
Soil Cement Design	\$ 1500.00	Each
Soil Cement Cylinder Compression Test	\$ 50.00	Each
Permeability	\$ 665.00	Each
 <u>Concrete Testing:</u>		
Concrete Testing* (Includes air content, slump, temperature and making concrete cylinders)		
Cylinder Compression Test	\$ 34.00	Each
Cylinder Compression Test with Tracking	\$ 36.00	Each
Beam Flexural Test	\$ 40.00	Each
 <u>Asphalt Testing:</u>		
HMA Mix Properties (Includes asphalt content, percent moisture, extraction & gradation, percent air voids & VMA)	\$ 440.00	Each
Field Testing:		
Nuclear Gauge Density Tests*	\$ 17.00	Each
Density and Thickness of Cores*	\$ 31.00	Each
Cationic Emulsions:		
Saybolt Furol Viscosity & Residue by Evaporation	\$ 400.00	Each
Anionic Emulsions:		
Saybolt Furol Viscosity & Residue by Evaporation	\$ 300.00	Each

2023 Material Testing Services Fee Schedule (Continued)

Travel:

Mileage - Passenger Vehicle	\$ 0.655	Per Mile
Boring Rig	\$ 3.00	Per Mile

Equipment Time:

Boring Rig**	\$ 150.00	Per Hour
Asphalt Coring Rig**	\$ 65.00	Per Hour

Technician Time:

Professional Geologist	\$ 150.00	Per Hour
Sr. Lab Technician	\$ 85.00	Per Hour
Lab Technician	\$ 55.00	Per Hour
Field Technician	\$ 75.00	Per Hour

* Additional charges for Personnel Time and Travel apply.

** 4-hour Minimum plus Personnel Time and Travel apply.

Tests conducted and reported per applicable ASTM or AASHTO standards.

Rates are subject to adjustment annually.

2023 REIMBURSABLE EXPENSE SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8" x 11" Copies/Impressions (B&W)	\$ 0.25 /page
8" x 11" Copies/Impressions (Color)	\$ 1.00/page
11" x 17" Copies/Impressions (B&W)	\$ 0.50/page
11" x 17" Copies/Impressions (Color)	\$ 2.00/page
Larger Format Drawings (B&W)	\$ 0.75/sq. ft.
Larger Format Drawings (Color)	\$ 3.00/sq. ft.

Air Transportation at cost

Meals and Lodging at cost

Rates indicated do not include any applicable personnel related expenses.

Reimbursable Expenses are subject to review and adjustment annually.

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

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. (CITATION NEEDED.)
10. 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).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. 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).
14. 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).
15. 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.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____ . The information posted will include: the date of payment, vendor name, vendor’s city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one 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).

20. 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 for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

21. 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



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE: August 22, 2023
SUBJECT: IN THE MATTER OF REQUEST TO REJECT BID # 2023-036WL (B&B SEWER REPLACEMENT) JT

Request:

I request that bid no. 2023-036WL (B&B Sewer Replacement) be rejected at the special-called meeting on Tuesday, August 22, 2023 for the following reason:

The lowest bid received was from Paul Smithey Construction Company in the amount of \$3,541,977.88. This bid is 10.69% above the engineer's estimate of \$3,200,000.00. Therefore, since this bid exceeds the engineer's estimate more than 10%, it should be rejected and rebid as recommended by Cook Coggin Engineers.

3-09394
BID NO.2023-036WL

COOK COGGIN ENGINEERS, INC.



CITY OF TUPELO

Attn: Mayor Todd Jordan
71 East Troy Street
Tupelo, MS 38804

***CITY OF TUPELO SRF FY22 B&B SEWER REPLACEMENT
SRF PROJECT NO. C280 855-08, BID NOO. 2023-36WL***

Subsequent to receipt and opening of the bids, CCE reviewed and tabulated the bids. A tabulation of the bids is attached for reference.

The lowest bid received was submitted by ***Paul Smithey Construction Company, Inc.*** in the amount of \$3,541,977.88.

The engineer's estimate was \$3,200,000.00. The low bid exceeds the engineer's estimate by 10.69%. Given that the low bid exceeds the estimate more than 10%, the Owner should consider rejecting all bids and re-advertise the project.

David M. Long, P.E.
Principal

Copy to: Paul Smithey Const. Company, Inc., ATTN: Mr. Wesley Nelson, President,
P.O. Box 357, Belden, MS 38826

Minute Entry Sign Up Sheet

Date: 8/17/2023

Time: 10:00

Bid # 2023-036WL

Department: WL

Project: TUPELO SRS FY22 B&B SEWER REPLACEMENT

Attendance

Company

<u>EJ - Jeff Bassett</u>	
<u>SPS - Justin Branshaw</u>	<u>SPS</u>
<u>Lee Enlow</u>	<u>SPS</u>
<u>Tommy Stites</u>	<u>ENSCOR, LLC</u>
<u>Mark Weeden</u>	<u>LLC</u>
<u>Ben Logan</u>	<u>City of Tupelo</u>
<u>Johnny Timmons</u>	<u>City of Tupelo</u>
<u>Tracy Dill</u>	<u>COT</u>

Thursday, August 17, 2023 City of Tupelo, 71 East Troy St., Tupelo, MS 38804				#4370 Paul Smithey Const. Co., Inc. P.O. Box 357 Belden, MS 38826		#11703 KAJACS Contractors, Inc. P.O. Box 969 Poplar Bluff, MO 63902		#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
01 00 00 GENERAL REQUIREMENTS									
1	Construction Record Documents	1	LS	\$ 14,910.00	\$ 14,910.00	\$ 1,000.00	\$ 1,000.00	\$ 30,000.00	\$ 30,000.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 53,250.00	\$ 53,250.00	\$ 38,423.00	\$ 38,423.00	\$ 35,000.00	\$ 35,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 7.46	\$ 7,460.00	\$ 5.00	\$ 5,000.00	\$ 4.00	\$ 4,000.00
4	Wattles	100	LinFt	\$ 8.52	\$ 852.00	\$ 50.00	\$ 5,000.00	\$ 12.00	\$ 1,200.00
5	Mobilization	1	LS	\$ 106,500.00	\$ 106,500.00	\$ 200,000.00	\$ 200,000.00	\$ 75,000.00	\$ 75,000.00
31 00 00 EARTHWORK									
6	Seeding & Mulching	10,917	LinFt	\$ 3.73	\$ 40,720.41	\$ 4.00	\$ 43,668.00	\$ 1.00	\$ 10,917.00
7	Riprap, 200lb	180	Ton	\$ 101.18	\$ 18,212.40	\$ 90.00	\$ 16,200.00	\$ 65.00	\$ 11,700.00
32 00 00 EXTERIOR IMPROVEMENTS									
8	Crushed Stone Resurfacing	100	CuYd	\$ 101.18	\$ 10,118.00	\$ 90.00	\$ 9,000.00	\$ 100.00	\$ 10,000.00
33 00 00 UTILITIES									
9	Sewer Line Cleaning	3,335	LinFt	\$ 7.46	\$ 24,879.10	\$ 6.00	\$ 20,010.00	\$ 6.00	\$ 20,010.00
10	Sewer Line Television Inspection	3,335	LinFt	\$ 3.20	\$ 10,672.00	\$ 1.00	\$ 3,335.00	\$ 1.20	\$ 4,002.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 3.20	\$ 10,672.00	\$ 1.00	\$ 3,335.00	\$ 1.20	\$ 4,002.00
12	Root Cutting	1,668	LinFt	\$ 6.39	\$ 10,658.52	\$ 5.00	\$ 8,340.00	\$ 4.80	\$ 8,006.40
13	Protruding Tap Removal	6	Each	\$ 452.63	\$ 2,715.78	\$ 300.00	\$ 1,800.00	\$ 300.00	\$ 1,800.00
14	12" CIPP Lining	2,735	LinFt	\$ 75.62	\$ 206,820.70	\$ 70.00	\$ 191,450.00	\$ 73.20	\$ 200,202.00
15	15" CIPP Lining	450	LinFt	\$ 89.46	\$ 40,257.00	\$ 80.00	\$ 36,000.00	\$ 86.40	\$ 38,880.00
16	Service Reinstatement (CIPP)	22	Each	\$ 2.13	\$ 46.86	\$ 1.00	\$ 22.00	\$ 1.20	\$ 26.40
17	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6.92	\$ 4,262.72	\$ 5.00	\$ 3,080.00	\$ 5.40	\$ 3,326.40
18	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,084.17	\$ 628,818.60	\$ 900.00	\$ 522,000.00	\$ 1,376.00	\$ 798,080.00
19	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,041.57	\$ 104,157.00	\$ 700.00	\$ 70,000.00	\$ 1,122.00	\$ 112,200.00
20	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,041.57	\$ 104,157.00	\$ 700.00	\$ 70,000.00	\$ 1,122.00	\$ 112,200.00
21	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 7,029.00	\$ 14,058.00	\$ 5,200.00	\$ 10,400.00	\$ 5,300.00	\$ 10,600.00
22	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 8,839.50	\$ 8,839.50	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
23	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 5,325.00	\$ 266,250.00	\$ 5,200.00	\$ 260,000.00	\$ 4,300.00	\$ 215,000.00
24	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 5,325.00	\$ 15,975.00	\$ 5,200.00	\$ 15,600.00	\$ 4,300.00	\$ 12,900.00
25	48" Manhole, Extra Depth	185.2	VertFt	\$ 266.25	\$ 49,309.50	\$ 500.00	\$ 92,600.00	\$ 305.00	\$ 56,486.00
26	60" Manhole, Extra Depth	2.7	VertFt	\$ 431.33	\$ 1,164.59	\$ 1,200.00	\$ 3,240.00	\$ 400.00	\$ 1,080.00
27	Connection to Existing Manhole	2	Each	\$ 1,597.50	\$ 3,195.00	\$ 3,200.00	\$ 6,400.00	\$ 1,000.00	\$ 2,000.00
28	Manhole Abandonment	34	Each	\$ 798.75	\$ 27,157.50	\$ 1,600.00	\$ 54,400.00	\$ 500.00	\$ 17,000.00
29	Manhole Removal	1	Each	\$ 1,917.00	\$ 1,917.00	\$ 3,300.00	\$ 3,300.00	\$ 1,000.00	\$ 1,000.00
30	Elevated GSL Removal	614	LinFt	\$ 31.95	\$ 19,617.30	\$ 14.00	\$ 8,596.00	\$ 20.00	\$ 12,280.00
31	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 479.25	\$ 19,313.78	\$ 1,600.00	\$ 64,480.00	\$ 500.00	\$ 20,150.00
32	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 90.83	\$ 91,284.15	\$ 100.00	\$ 100,500.00	\$ 86.00	\$ 86,430.00
33	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 140.84	\$ 27,745.48	\$ 150.00	\$ 29,550.00	\$ 122.50	\$ 24,132.50
34	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 185.76	\$ 11,145.60	\$ 210.00	\$ 12,600.00	\$ 173.50	\$ 10,410.00
35	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 46.36	\$ 20,491.12	\$ 80.00	\$ 35,360.00	\$ 63.00	\$ 27,846.00
36	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 59.70	\$ 9,671.40	\$ 90.00	\$ 14,580.00	\$ 76.00	\$ 12,312.00
37	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 74.86	\$ 111,391.68	\$ 95.00	\$ 141,360.00	\$ 86.00	\$ 127,968.00
38	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 124.86	\$ 822,203.10	\$ 100.00	\$ 658,500.00	\$ 122.50	\$ 806,662.50
39	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 83.22	\$ 3,661.68	\$ 130.00	\$ 5,720.00	\$ 85.00	\$ 3,740.00
40	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 112.69	\$ 45,188.69	\$ 140.00	\$ 56,140.00	\$ 96.00	\$ 38,496.00
41	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 169.93	\$ 199,667.75	\$ 160.00	\$ 188,000.00	\$ 130.00	\$ 152,750.00
42	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 61.92	\$ 6,192.00	\$ 80.00	\$ 8,000.00	\$ 90.00	\$ 9,000.00
43	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 91.39	\$ 9,139.00	\$ 110.00	\$ 11,000.00	\$ 111.00	\$ 11,100.00
44	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 143.31	\$ 83,119.80	\$ 150.00	\$ 87,000.00	\$ 165.00	\$ 95,700.00
45	Top Soil Restoration	4,409	LinFt	\$ 10.65	\$ 46,955.85	\$ 14.00	\$ 61,726.00	\$ 10.00	\$ 44,090.00
46	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 217.86	\$ 54,900.72	\$ 550.00	\$ 138,600.00	\$ 765.00	\$ 192,780.00
47	Concrete Saddle Support	9	Each	\$ 2,662.50	\$ 23,962.50	\$ 6,300.00	\$ 56,700.00	\$ 3,500.00	\$ 31,500.00
48	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,810.50	\$ 27,881.70	\$ 1,500.00	\$ 23,100.00	\$ 1,625.00	\$ 25,025.00
49	10 HP 42 Pile Support	126	LinFt	\$ 463.90	\$ 58,451.40	\$ 700.00	\$ 88,200.00	\$ 286.00	\$ 36,036.00
50	Crushed Stone Foundation Stabilization	149	CuYd	\$ 106.50	\$ 15,868.50	\$ 85.00	\$ 12,665.00	\$ 100.00	\$ 14,900.00
51	Select Borrow Material	490	CuYd	\$ 25.56	\$ 12,524.40	\$ 28.00	\$ 13,720.00	\$ 30.00	\$ 14,700.00
52	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 1,443.08	\$ 4,329.24	\$ 2,000.00	\$ 6,000.00	\$ 900.00	\$ 2,700.00
53	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 3,351.56	\$ 16,757.80	\$ 4,000.00	\$ 20,000.00	\$ 2,500.00	\$ 12,500.00
54	4" Service Line Connection to Manhole	2	Each	\$ 532.50	\$ 1,065.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00
55	6" Service Line Connection to Manhole	2	Each	\$ 639.00	\$ 1,278.00	\$ 1,600.00	\$ 3,200.00	\$ 1,000.00	\$ 2,000.00
56	4" PVC Cleanout	5	Each	\$ 165.08	\$ 825.40	\$ 900.00	\$ 4,500.00	\$ 200.00	\$ 1,000.00
57	6" PVC Cleanout	2	Each	\$ 197.03	\$ 394.06	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00
58	4" PVC Service Line, Sch. 40	100	LinFt	\$ 17.02	\$ 1,702.00	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00
59	6" PVC Service Line, Sch. 40	60	LinFt	\$ 21.31	\$ 1,278.60	\$ 45.00	\$ 2,700.00	\$ 50.00	\$ 3,000.00
60	Connection to Existing Service	7	Each	\$ 852.00	\$ 5,964.00	\$ 1,700.00	\$ 11,900.00	\$ 500.00	\$ 3,500.00
TOTAL BASE BID					\$ 3,541,977.88	\$ 3,575,000.00	\$ 3,635,326.20		

Paul Smithey Construction Company, Inc.
PO Box 357
Belden, MS 38826

Certificate of Responsibility Number
04370-MC

Bid To: City of Tupelo
71 East Troy St.
Tupelo, MS
Lee County, MS

Bid For: Tupelo SRF FY22
B&B Sewer Replacement

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, MS
 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 17th day of August, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF
PROJECT NO. C280 855-08.-

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.

Paul Smithy Construction Co., Inc.

By *W. Smithy* (L.S.)
Principal

The Gray Casualty & Surety Company
Surety

SEAL

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



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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Paul Smithey Construction Co., Inc.
Project: Tupelo SRF FY22 B&B Sewer Replacement

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 17th day of August, 2023.

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 17th day of August, 2023.

Leigh Anne Henican



BID FORM

Proposal of Paul Smith Const. 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**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, 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 or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

Addendum 1 8-15-23

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

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:
31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

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00 41 43

REVISED by Addendum 1
Bid Form – SRF Sewer

2023.08.15

Page 2 of 6

BASE BID UNIT PRICE ITEMS

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
01 00 00 GENERAL REQUIREMENTS					
1	Construction Record Documents	1	LS	\$ 14,910.00	\$ 14,910.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 53,250.00	\$ 53,250.00
3	Temporary Silt Fence	1,000	LinFt	\$ 7.46	\$ 7,460.00
4	Wattles	100	LinFt	\$ 8.52	\$ 852.00
5	Mobilization	1	LS	\$ 106,500.00	\$ 106,500.00
31 00 00 EARTHWORK					
6	Seeding & Mulching	10,917	LinFt	\$ 3.73	\$ 40,720.41
7	Riprap, 200lb	180	Ton	\$ 101.18	\$ 18,212.40
32 00 00 EXTERIOR IMPROVEMENTS					
8	Crushed Stone Resurfacing	100	CuYd	\$ 101.18	\$ 10,118.00
33 00 00 UTILITIES					
9	Sewer Line Cleaning	3,335	LinFt	\$ 7.46	\$ 24,879.10
10	Sewer Line Television Inspection	3,335	LinFt	\$ 3.20	\$ 10,672.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 3.20	\$ 10,672.00
12	Root Cutting	1,668	LinFt	\$ 6.39	\$ 10,658.52
13	Protruding Tap Removal	6	Each	\$ 452.63	\$ 2,715.78
14	12" CIPP Lining	2,735	LinFt	\$ 75.62	\$ 206,820.70
15	15" CIPP Lining	450	LinFt	\$ 89.46	\$ 40,257.00
16	Service Reinstatement (CIPP)	22	Each	2.13	46.86
17	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6.92	\$ 4,262.72
18	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,084.17	\$ 628,818.60
19	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,041.57	\$ 104,157.00
20	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,041.57	\$ 104,157.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 7,029.00	\$ 14,058.00
22	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 8,839.50	\$ 8,839.50
23	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 5,325.00	\$ 266,250.00
24	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 5,325.00	\$ 15,975.00
25	48" Manhole, Extra Depth	185.2	VertFt	\$ 266.25	\$ 49,309.50
26	60" Manhole, Extra Depth	2.7	VertFt	\$ 431.33	\$ 1,164.60
27	Connection to Existing Manhole	2	Each	\$ 1,597.50	\$ 3,195.00
28	Manhole Abandonment	34	Each	\$ 798.75	\$ 27,157.50
29	Manhole Removal	1	Each	\$ 1,917.00	\$ 1,917.00
30	Elevated GSL Removal	614	LinFt	\$ 31.95	\$ 19,617.30
31	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 479.25	\$ 19,313.78
32	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 90.83	\$ 91,284.15
33	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 140.84	\$ 27,745.48
34	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 185.76	\$ 11,145.60
35	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 46.36	\$ 20,491.12
36	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 59.70	\$ 9,671.40
37	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 74.86	\$ 111,391.68
38	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 124.86	\$ 822,203.10
39	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 83.22	\$ 3,661.68
40	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 112.69	\$ 45,188.69
41	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 169.93	\$ 199,667.75
42	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 61.92	\$ 6,192.00
43	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 91.39	\$ 9,139.00
44	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 143.31	\$ 83,119.80
45	Top Soil Restoration	4,409	LinFt	\$ 10.65	\$ 46,955.85
46	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 217.86	\$ 54,900.72
47	Concrete Saddle Support	9	Each	\$ 2,662.50	\$ 23,962.50

3-09394

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,810.50	\$ 27,881.70
49	10 HP 42 Pile Support	126	LinFt	\$ 463.90	\$ 58,451.40
50	Crushed Stone Foundation Stabilization	149	CuYd	\$ 106.50	\$ 15,868.50
51	Select Borrow Material	490	CuYd	\$ 25.56	\$ 12,524.40
52	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 1,443.08	\$ 4,329.24
53	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 3,351.56	\$ 16,757.80
54	4" Service Line Connection to Manhole	2	Each	\$ 532.50	\$ 1,065.00
55	6" Service Line Connection to Manhole	2	Each	\$ 639.00	\$ 1,278.00
56	4" PVC Cleanout	5	Each	\$ 165.08	\$ 825.40
57	6" PVC Cleanout	2	Each	\$ 197.03	\$ 394.06
58	4" PVC Service Line, Sch. 40	100	LinFt	\$ 17.02	\$ 1,702.00
59	6" PVC Service Line, Sch. 40	60	LinFt	\$ 21.31	\$ 1,278.60
60	Connection to Existing Service	7	Each	\$ 852.00	\$ 5,964.00
TOTAL BASE BID PRICE					\$ 3,541,977.89

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 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 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5% Dollars, (\$ _____) 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 17th day of August, 2023

By [Signature]
_____ Title President

Company Paul Smithey Const. Co., Inc

Address PO Box 357 Belden, MS 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address Paulsmithey Const@att.net

SEAL (If bid is by a corporation.)



REVISED by Addendum 1

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Bid Form – SRF Sewer

2023.08.15

Page 6 of 6

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT

Termini: CITY OF TUPELO, SRF PROJECT C280-855-08

Prime Consultant: _____

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

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: *Wesley Nelson* 7-17-23
Authorized Officer or Agent Date

Wesley Nelson President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17th day of August, 2023.

Marjorie Randle
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.

CITY OF TUPELO, MS

LEE COUNTY, MISSISSIPPI

BID FOR: TUPELO SRF FY22, B & B SEWER REPLACEMENT

BID FROM: KAJACS CONTRACTORS, INC

ADDRESS: 3026 CRAVENS ROAD, POPLAR BLUFF, MO 63901

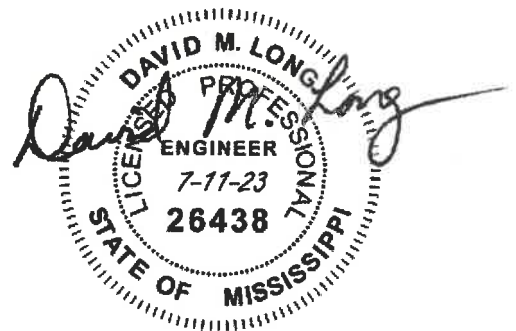
BID DATE: 08/17/2023

BID TIME: 10:00 AM

COR# 11703-MC



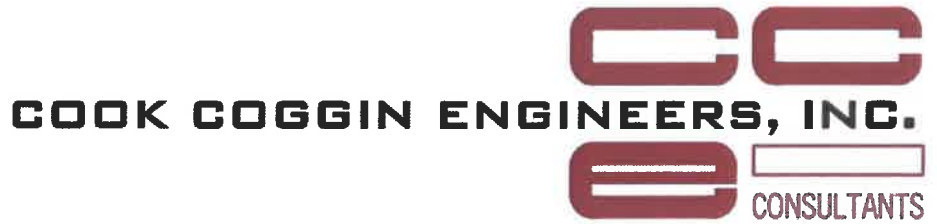
**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
TUPELO SRF FY22
B&B SEWER REPLACEMENT
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI
SRF PROJECT NO. C280 855-08**



**CCE 3-09394
BID NO. 2023-036 WL**

JULY 2023

3-09394



ADDENDUM NO. 1
TO THE
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280-855-08
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO SRF FY 22 B&B SEWER REPLACEMENT dated JULY 2023, and shall remain in full force except as herein amended.

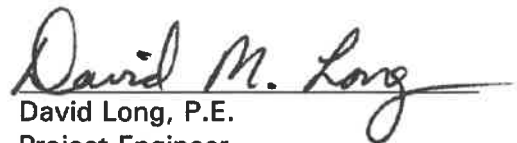
CONTRACT DOCUMENTS

1. REPLACE "00 41 43 BID FORM" with attached "00 41 43 Bid Form", marked "REVISED by Addendum 1". Item #20 description changed.

SPECIFICATIONS

2. DIP through encasements shall be restrained with restraint gaskets. No separate pay.
3. All encasements at railroad crossings shall be Fusion Bonded Epoxy coated per rail permit regulations.

This the 15th day of August, 2023.


 David Long, P.E.
 Project Engineer

BID FORM

Proposal of KAJACS Contractors, Inc. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of MO doing business as CORP. * to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280 855-08 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, 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 or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 DATED 8/15/23

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

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

09394

00 41 43

REVISED by Addendum 1
Bid Form – SRF Sewer

2023.08.15

Page 2 of 6

BASE BID UNIT PRICE ITEMS

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
01 00 00 GENERAL REQUIREMENTS					
1	Construction Record Documents	1	LS	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 38,423 ⁰⁰	\$ 38,423 ⁰⁰
3	Temporary Silt Fence	1,000	LinFt	\$ 5 ⁰⁰	\$ 5,000 ⁰⁰
4	Wattles	100	LinFt	\$ 50 ⁰⁰	\$ 5,000 ⁰⁰
5	Mobilization	1	LS	\$ 200,000 ⁰⁰	\$ 200,000 ⁰⁰
31 00 00 EARTHWORK					
6	Seeding & Mulching	10,917	LinFt	\$ 4 ⁰⁰	\$ 43,668 ⁰⁰
7	Riprap, 200lb	180	Ton	\$ 90 ⁰⁰	\$ 16,200 ⁰⁰
32 00 00 EXTERIOR IMPROVEMENTS					
8	Crushed Stone Resurfacing	100	CuYd	\$ 90 ⁰⁰	\$ 9,000 ⁰⁰
33 00 00 UTILITIES					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6 ⁰⁰	\$ 20,010 ⁰⁰
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1 ⁰⁰	\$ 3,335 ⁰⁰
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1 ⁰⁰	\$ 3,335 ⁰⁰
12	Root Cutting	1,668	LinFt	\$ 5 ⁰⁰	\$ 8,340 ⁰⁰
13	Protruding Tap Removal	6	Each	\$ 300 ⁰⁰	\$ 1,800 ⁰⁰
14	12" CIPP Lining	2,735	LinFt	\$ 70 ⁰⁰	\$ 191,450 ⁰⁰
15	15" CIPP Lining	450	LinFt	\$ 80 ⁰⁰	\$ 36,000 ⁰⁰
16	Service Reinstatement (CIPP)	22	Each	1 ⁰⁰	22 ⁰⁰
17	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5 ⁰⁰	\$ 3,080 ⁰⁰
18	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 900 ⁰⁰	\$ 522,000 ⁰⁰
19	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 700 ⁰⁰	\$ 70,000 ⁰⁰
20	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 700 ⁰⁰	\$ 70,000 ⁰⁰

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 5,200 ⁰⁰	\$ 10,400 ⁰⁰
22	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 8,000 ⁰⁰	\$ 8,000 ⁰⁰
23	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 5,200 ⁰⁰	\$ 260,000 ⁰⁰
24	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 5,200 ⁰⁰	\$ 15,600 ⁰⁰
25	48" Manhole, Extra Depth	185.2	VertFt	\$ 500 ⁰⁰	\$ 92,600 ⁰⁰
26	60" Manhole, Extra Depth	2.7	VertFt	\$ 1,200 ⁰⁰	\$ 3,240 ⁰⁰
27	Connection to Existing Manhole	2	Each	\$ 3,200 ⁰⁰	\$ 6,400 ⁰⁰
28	Manhole Abandonment	34	Each	\$ 1,600 ⁰⁰	\$ 54,400 ⁰⁰
29	Manhole Removal	1	Each	\$ 3,300 ⁰⁰	\$ 3,300 ⁰⁰
30	Elevated GSL Removal	614	LinFt	\$ 14 ⁰⁰	\$ 8,596 ⁰⁰
31	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 1,600 ⁰⁰	\$ 64,480 ⁰⁰
32	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 100 ⁰⁰	\$ 100,500 ⁰⁰
33	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 150 ⁰⁰	\$ 29,550 ⁰⁰
34	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 210 ⁰⁰	\$ 12,600 ⁰⁰
35	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 80 ⁰⁰	\$ 35,360 ⁰⁰
36	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 90 ⁰⁰	\$ 14,580 ⁰⁰
37	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 95 ⁰⁰	\$ 141,360 ⁰⁰
38	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 100 ⁰⁰	\$ 658,500 ⁰⁰
39	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 130 ⁰⁰	\$ 5,720 ⁰⁰
40	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 140 ⁰⁰	\$ 56,140 ⁰⁰
41	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 160 ⁰⁰	\$ 188,000 ⁰⁰
42	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 80 ⁰⁰	\$ 8,000 ⁰⁰
43	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 110 ⁰⁰	\$ 11,000 ⁰⁰
44	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 150 ⁰⁰	\$ 87,000 ⁰⁰
45	Top Soil Restoration	4,409	LinFt	\$ 14 ⁰⁰	\$ 61,726 ⁰⁰
46	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 550 ⁰⁰	\$ 138,600 ⁰⁰
47	Concrete Saddle Support	9	Each	\$ 6,300 ⁰⁰	\$ 56,700 ⁰⁰

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,500 ⁰⁰	\$ 23,100 ⁰⁰
49	10 HP 42 Pile Support	126	LinFt	\$ 700 ⁰⁰	\$ 88,200 ⁰⁰
50	Crushed Stone Foundation Stabilization	149	CuYd	\$ 85 ⁰⁰	\$ 12,665 ⁰⁰
51	Select Borrow Material	490	CuYd	\$ 28 ⁰⁰	\$ 13,720 ⁰⁰
52	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 2,000 ⁰⁰	\$ 6,000 ⁰⁰
53	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 4,000 ⁰⁰	\$ 20,000 ⁰⁰
54	4" Service Line Connection to Manhole	2	Each	\$ 1,500 ⁰⁰	\$ 3,000 ⁰⁰
55	6" Service Line Connection to Manhole	2	Each	\$ 1,600 ⁰⁰	\$ 3,200 ⁰⁰
56	4" PVC Cleanout	5	Each	\$ 900 ⁰⁰	\$ 4,500 ⁰⁰
57	6" PVC Cleanout	2	Each	\$ 1,000 ⁰⁰	\$ 2,000 ⁰⁰
58	4" PVC Service Line, Sch. 40	100	LinFt	\$ 40 ⁰⁰	\$ 4,000 ⁰⁰
59	6" PVC Service Line, Sch. 40	60	LinFt	\$ 45 ⁰⁰	\$ 2,700 ⁰⁰
60	Connection to Existing Service	7	Each	\$ 1,700 ⁰⁰	\$ 11,900 ⁰⁰
TOTAL BASE BID PRICE					\$ 3,575,000⁰⁰

THREE MILLION, FIVE HUNDRED, SEVENTY FIVE
THOUSAND DOLLARS + ZERO CENTS

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 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 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5% Dollars, (\$ OF TOTAL BID) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

_____ Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 17TH day of AUGUST, 2023

By _____

Title VP
KAJACS Contractors, Inc.

Company _____

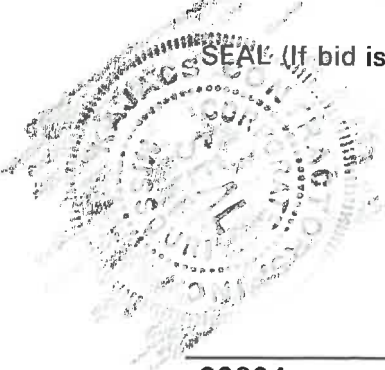
Address PO Box 969, Poplar Bluff, MO 63902

Phone 573-785-1745

Employer Identification No. 43 166 4042

Email Address rw:lliams@kajacs.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, KAJACS Contractors, Inc.
 as Principal, and Merchants Bonding Company (Mutual)
 as Surety, are hereby held and firmly bound unto City of Tupelo
 as owner in the penal sum of Five Percent (5%) of the Total Amount 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 17th day of August, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF
PROJECT NO. C280 855-08.-

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.

KAJACS Contractors, Inc.

 (L.S.)

Principal

Merchants Bonding Company (Mutual)

Surety

SEAL

By: 
Kerry A. Sherrod, 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.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David H Parkhurst; Kerry A Sherrod; Rebecca Ann Lilley; Samuel T Bowlby; Shawn Byrne; Vickie J Nickel

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

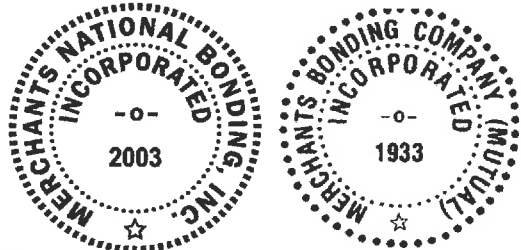
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

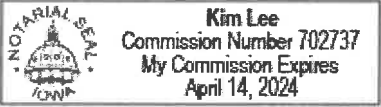


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

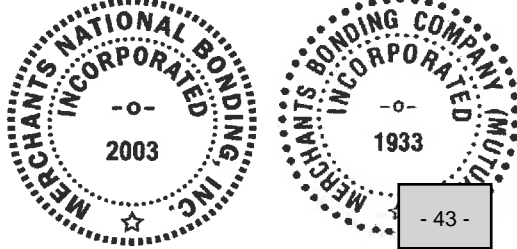


Kim Lee
Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of August, 2023.



William Warner Jr.
Secretary

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT
Termini: CITY OF TUPELO, SRF PROJECT C280-855-08
Prime Consultant: KAJACS CONTRACTORS, 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.

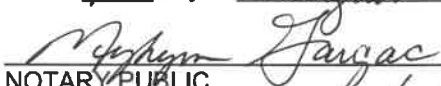
278837

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:  8/16/2023
Authorized Officer or Agent Date

ROGER WILLIAMS VP
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 16th day of August, 2023.
MYLYNN GARGAC
NOTARY PUBLIC
Ripley
STATE OF MISSOURI
Commission # 11502960
My Commission Expires: 11/3/2023

NOTARY PUBLIC
My Commission Expires: 11/3/2023

* 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.

Contractor's American Iron and Steel Act Certification

The Contractor acknowledges to and for the benefit of Owner that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Loan Fund (WPCRLF) that have requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the WPCRLF).

KAJACS Contractors, Inc.

Prime or Subcontractor's Name

 8/18/23
Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

State of Mississippi

BOARD OF CONTRACTORS

KAJACS CONTRACTORS, INC.
POST OFFICE BOX 969
POPLAR BLUFF, MO 63902

ACTIVE

is duly registered and entitled to perform

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Apr. 2023

CERTIFICATE OF RESPONSIBILITY

No. 11703-MC

Expires Apr. 8, 2024

Joel A. Canell

CHAIRMAN OF THE BOARD

Missouri Laws 34.076 – Out-of-state contractors or products for public works, requirements, exceptions

34.076. 1. To the extent permitted by federal laws and regulations, whenever the state of Missouri, or any department, agency or institution thereof or any political subdivision shall let for bid any contract to a contractor for any public works or product, the contractor or bidder domiciled outside the boundaries of the state of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or bidder on a like contract or bid being let in the domiciliary state of that contractor or bidder.

Terms Used In Missouri Laws 34.076

- **department:** as used in this chapter shall be deemed to mean department, office, board, commission, bureau, institution, or any other agency of the state, except the legislative and judicial departments.

See Missouri Laws 34.010

- **person:** may extend and be applied to bodies politic and corporate, and to partnerships and other unincorporated associations. See Missouri Laws 1.020
- **State:** when applied to any of the United States, includes the District of Columbia and the territories, and the words "United States" includes such district and territories. See Missouri Laws 1.020

2. Subsection 1 of this section shall not apply to any contractor who is qualified for bidding purposes with the department of transportation and

submits a successful bid wherein part of or all funds are furnished by the United States.

3. Subsection 1 of this section shall not apply to any public works or product transportation where the bid is less than five thousand dollars.

(L. 1983 H.B. 22 § 2, A.L. 1995 H.B. 562)

THE SCOTT LAW GROUP LLC

Attorneys at Law
357 North Main Street, Post Office Box 1288
Poplar Bluff, Missouri 63901

L. Joe Scott
John F. Scott
D. Keith French
Kendra Brinkley Scott

Phone
573-785-4688
FAX
573-785-3197

August 16, 2013

Ms. Sheila Calvert
KAJACS Contractors, Inc
3026 Cravens Road
Poplar Bluff, Missouri

RE: Missouri Preference Law for Domiciled Contractors

Dear Sheila:

Per your request I am providing this opinion relating to Missouri Statute Section 34.076 as it relates to bidding by resident and nonresident contractors. That section requires a successful bidder domiciled outside Missouri to submit a bid at the same percent less than the lowest bid submitted by a bidder domiciled in Missouri as would be required for a bidder domiciled in Missouri to prevail over a bidder domiciled outside Missouri on a like contract or bid being let in that bidder's domiciliary state. Additionally, a bidder domiciled outside of Missouri must submit an audited financial statement as would be required in that bidder's state of domiciliary if a Missouri bidder was submitting a bid in that state.

Essentially, if a Missouri bidder would be required to meet any of these conditions in the state of another bidder, then that bidder would have to meet these conditions to be successful in Missouri.

Of course, the preference statute is limited to the extent it is permitted by federal laws and regulations. It specifically does not apply to any contractor who is qualified for bidding purposes with the department of transportation and submits a successful bid wherein part or all of the funds are furnished by the United States. Additionally the preference law does not apply to any public works or transportation project where the bid is less than five thousand dollars.

Should you have any questions or need any clarification please feel free to contact me anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Scott". The signature is written in a cursive style with some overlapping strokes.

John F. Scott

JFS:vzz

BID FORM

Proposal of ENSCOR, LLC (All Caps) (hereinafter called "BIDDER"), organized and existing under the Laws of the State of TENNESSEE doing business as LIMITED LIABILITY Company to the CITY OF TUPELO, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280 855-08 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, 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 or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 :: 8-15-23

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

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

REVISED by Addendum 1

09394

00 41 43

Bid Form – SRF Sewer

2023.08.15

Page 1 of 6

Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BASE BID UNIT PRICE ITEMS

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
01 00 00 GENERAL REQUIREMENTS					
1	Construction Record Documents	1	LS	\$ 30,000.00	\$ 30,000.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 35,000.00	\$ 35,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 4.00	\$ 4000.00
4	Wattles	100	LinFt	\$ 12.00	\$ 1200.00
5	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
31 00 00 EARTHWORK					
6	Seeding & Mulching	10,917	LinFt	\$ 1.00	\$ 10917.00
7	Riprap, 200lb	180	Ton	\$ 65.00	\$ 11700.00
32 00 00 EXTERIOR IMPROVEMENTS					
8	Crushed Stone Resurfacing	100	CuYd	\$ 100.00	\$ 10,000.00
33 00 00 UTILITIES					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6.00	\$ 20010.00
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1.20	\$ 4002.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1.20	\$ 4002.00
12	Root Cutting	1,668	LinFt	\$ 4.80	\$ 8006.40
13	Protruding Tap Removal	6	Each	\$ 300.00	\$ 1800.00
14	12" CIPP Lining	2,735	LinFt	\$ 73.20	\$ 200,202.00
15	15" CIPP Lining	450	LinFt	\$ 86.40	\$ 38880.00
16	Service Reinstatement (CIPP)	22	Each	1.20	26.40
17	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5.40	\$ 3326.40
18	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1376.00	\$ 798,080.00
19	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1122.00	\$ 112,200.00
20	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1122.00	\$ 112,200.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 5300.00	\$ 10,600.00
22	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7000.00	\$ 7000.00
23	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4300.00	\$ 215,000.00
24	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4300.00	\$ 12900.00
25	48" Manhole, Extra Depth	185.2	VertFt	\$ 305.00	\$ 56,486.00
26	60" Manhole, Extra Depth	2.7	VertFt	\$ 400.00	\$ 1080.00
27	Connection to Existing Manhole	2	Each	\$ 1000.00	\$ 2000.00
28	Manhole Abandonment	34	Each	\$ 500.00	\$ 17000.00
29	Manhole Removal	1	Each	\$ 1000.00	\$ 1000.00
30	Elevated GSL Removal	614	LinFt	\$ 20.00	\$ 12,280.00
31	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 500.00	\$ 20,150.00
32	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 86.00	\$ 86,430.00
33	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 122.50	\$ 24,132.50
34	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 173.50	\$ 10,410.00
35	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 63.00	\$ 27,846.00
36	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 76.00	\$ 12,312.00
37	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 86.00	\$ 127,968.00
38	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 122.50	\$ 806,662.50
39	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 85.00	\$ 3,740.00
40	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 96.00	\$ 38,496.00
41	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 130.00	\$ 152,750.00
42	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 90.00	\$ 9,000.00
43	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 111.00	\$ 11,100.00
44	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 165.00	\$ 95,700.00
45	Top Soil Restoration	4,409	LinFt	\$ 10.00	\$ 44,090.00
46	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 765.00	\$ 192,780.00
47	Concrete Saddle Support	9	Each	\$ 3500.00	\$ 31,500.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1625.00	\$ 25025.00
49	10 HP 42 Pile Support	126	LinFt	\$ 286.00	\$ 36036.00
50	Crushed Stone Foundation Stabilization	149	CuYd	\$ 100.00	\$ 14900.00
51	Select Borrow Material	490	CuYd	\$ 30.00	\$ 14700.00
52	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 900.00	\$ 2700.00
53	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 2500.00	\$ 12500.00
54	4" Service Line Connection to Manhole	2	Each	\$ 1000.00	\$ 2000.00
55	6" Service Line Connection to Manhole	2	Each	\$ 1000.00	\$ 2000.00
56	4" PVC Cleanout	5	Each	\$ 200.00	\$ 1000.00
57	6" PVC Cleanout	2	Each	\$ 1500.00	\$ 3000.00
58	4" PVC Service Line, Sch. 40	100	LinFt	\$ 40.00	\$ 4000.00
59	6" PVC Service Line, Sch. 40	60	LinFt	\$ 50.00	\$ 3000.00
60	Connection to Existing Service	7	Each	\$ 500.00	\$ 3500.00
TOTAL BASE BID PRICE					\$ 3,635,326.20

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder 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 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5% Dollars, (\$ 5% of Bid Amount) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

_____ Resident Contractor Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 17th day of AUGUST, 2023

By [Signature], OWNER
Title

Company ENSCOR, LLC

Address 5564 Commander Dr., ARLINGTON, TN 38002

Phone 901-867-2294

Employer Identification No. 58-2498528

Email Address JEFF@ENSCOR.NET

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are hereby held and firmly bound unto City of Tupelo
as owner in the penal sum of Five Percent of amount bid (5%)

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 17th day of August, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF
PROJECT NO. C280 855-08.-

NOW, THEREFORE,

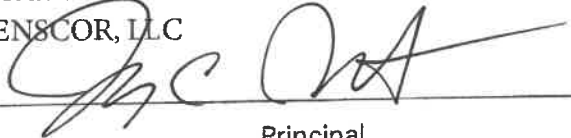
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no

event, exceed the penal amount of this obligation as herein stated.

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

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

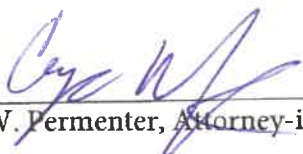
ENSCOR, LLC

By:  (L.S.)
Principal

Travelers Casualty and Surety Company of America

Surety

SEAL

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

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



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 17th day of August, 2023.




Kevin E. Hughes, Assistant Secretary

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

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

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

[Acts 1990, ch. 1062, § 3.]

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT

Termini: CITY OF TUPELO, SRF PROJECT C280-855-08

Prime Consultant: ENSCOR, LLC

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

58-2498528
EEV* Company Identification Number [Required]

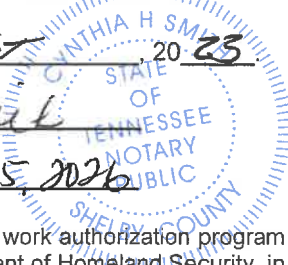
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature] 8-17-2023
Authorized Officer or Agent Date

JEFF SMITH OWNER
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17 day of AUGUST, 2023

Cynthia H. Smith
NOTARY PUBLIC
My Commission Expires: Oct 25, 2026



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Contractor's American Iron and Steel Act Certification

The Contractor acknowledges to and for the benefit of Owner that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Loan Fund (WPCRLF) that have requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the WPCRLF).

ENSCON, LLC
Prime or Subcontractor's Name

[Signature] 8/17/2023
Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.