



# TUPELO REGULAR CITY COUNCIL MEETING

JULY 18, 2023 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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- INVOCATION:** COUNCIL MEMBER NETTIE DAVIS
- PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER BUDDY PALMER
- CALL TO ORDER:** COUNCIL PRESIDENT TRAVIS BEARD

### **CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

### **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

#### PROCLAMATIONS

#### RECOGNITION GIRL/BOY SCOUTS

#### EMPLOYEE RECOGNITION

KEVAN KIRKPATRICK - CADENCE BANK ARENA - 20 YEARS

#### PUBLIC RECOGNITION

#### MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

### **PUBLIC AGENDA**

#### PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **DRB**

#### APPEALS

#### CITIZEN HEARING

2. PATRICIA H. ROSS

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

**ACTION AGENDA**

3. IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE (TABLED AT MAY 2, 2023 MEETING) **SR**

**ROUTINE AGENDA**

4. IN THE MATTER OF APPROVAL OF MINUTES OF JULY 5, 2023 COUNCIL MEETING
5. IN THE MATTER OF BILL PAY **KH**  
JANET GASTON  
NETTIE DAVIS  
BUDDY PALMER
6. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
7. IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2023 **KH**
8. IN THE MATTER OF REVIEW / APPROVE PROPERTIES FOR LOT MOWING **DRB**
9. IN THE MATTER OF APPROVAL OF PLANNING COMMITTEE MEETING MINUTES JUNE 5, 2023 **DRB**
10. IN THE MATTER OF REVIEW/APPROVE LIENS FOR LOT MOWING **DRB**
11. IN THE MATTER OF DEMOLITIONS LOCATED AT 117 & 117 ½ HIGHLAND DRIVE (PARCEL 077Q-36-085-00) (TABLED AT JUNE 20, 2023 MEETING) **SR**
12. IN THE MATTER OF UNMARKED VEHICLE RESOLUTION **JQ**
13. IN THE MATTER OF UNMARKED POLICE SURVEILLANCE VEHICLE **JQ**
14. IN THE MATTER OF BID REJECTION FOR THE PACKAGE GENERATOR SYSTEM INSTALLATION AND LABOR & MATERIAL FOR TUPELO CITY HALL 2023-018PW **CW**
15. IN THE MATTER OF BID APPROVAL FOR CITY PARK IMPROVEMENTS / ARPA DRAINAGE PROJECT BID NO. 2023-028PW **CW**
16. IN THE MATTER OF CVB BOARD MINUTES OF JULY 11, 2023 **NM**
17. IN THE MATTER OF CVB INTERNATIONAL TRAVEL OCTOBER 20-23, 2023 **NM**
18. IN THE MATTER OF BAD DEBT WRITE-OFF JANUARY 2022 – JUNE 2022 **JT**

19. IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1226 BOGGAN DRIVE AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF SAID PROPERTY **SR**
20. IN THE MATTER OF APPROVAL OF A BROADCAST RIGHTS AGREEMENT WITH 5GTV FOR THE PUBLIC BROADCASTING OF CITY COUNCIL MEETINGS AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT **SR**

**(CLOSE REGULAR SESSION)**

**STUDY AGENDA**

**EXECUTIVE SESSION**

**ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE** July 12, 2023  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **DRB**

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**Request: DRB**

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

Preliminary Lot Mowing Report for 7/18/23

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44300	077E2605355	2002 ROSEWOOD ST	JOINER MICHELE	2002 ROSEWOOD	TUPELO, MS 38801	DS
2.	44301	078D2707300	3404 WINCHESTER CIR	O'KELLY JOSH	2126 ALTERAS DR	SMYRA, TN 37167	DS
3.	44309	078D2705300	3317 WINCHESTER CIR	PEEL HAL H III & MARGARET P	4848 COUNTRYWOOD MANOR	TUPELO, MS 38801	DS
4.	44318	078D2704700	WINCHESTER CIR	FAULKNER LLOYD	P O BOX 100	HOUSTON, MS 38851	DS
5.	44321	078D2700902	3262 WINCHESTER CIR	BARROWS CONSTRUCTION INC	5258 CLIFF GOOKIN BLVD	TUPELO, MS 38801	DS
6.	44329	101B0214000	401 MONUMENT DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	TP
7.	44335	088Q3402601	398 S FEEMSTER LAKE RD	OWENS REBECCA J	398 S FEEMSTER LAKE RD	TUPELO, MS 38804	DS
8.	44337	077M3605701	1100 CHAPMAN DR	DAVIDSON STEPHANIE	4360 SOUTHERN AVE SE	WASHINGTON, DC 20019	TP
9.	44339	077M3608500	1105 CHAPMAN DR	MCFERRIN STACY G	P O BOX 2556	TUPELO, MS 38803	TP
10	44340	112B0405200	1318 WILSON ST	GILMORE JOE	1318 WILSON ST	TUPELO, MS 38804	RS
11	44343	088Q3400800	1815 MARTIN HILL DR	SEARCY MELVIN & MICKIE	1815 MARTIN HILL DR	TUPELO, MS 38804	RS
12	44344	112C0301100	801 S FEEMSTER LAKE RD	BALL DAVID & AMY	1009 CR 369	NEW ALBANY, MS 38652	RS

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44348	077M3607200	1131 CHAPMAN DR	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	TP
2.	44351	089F3017800	536 N GREEN ST	HOSKINS PAULETTE	536 N GREEN STREET	TUPELO, MS 38804	SB
3.	44352	089F3018600	590-592 N GREEN ST	ABSOLUTE AUTO ACCEPTANCE	964 S EASON	TUPELO, MS 38804	SB
4.	44354	089F3018500	588 N GREEN ST	CHURCH SPRINGHILL MISSIONARY	BAPTIST TUPELO	TUPELO, MS 38802	SB
5.	44355	112C0301200	812 S FEEMSTER LAKE RD	ROBERTS JASON & RAMONA	242 CROSSRIDGE CIR	MOOREVILLE, MS 38857	TP
6.	44356	089F3004700	505 W BARNES ST	HILL JIMMY & TONI	505 BARNES ST	TUPELO, MS 38804	SB
7.	44368	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
8.	44371	101A0216100	2517 HOOD AVE	THARP CHARLES L SR & FRANCES T	2517 HOOD AVE	TUPELO, MS 38801	RS
9.	44372	106D1312200	908 BICKERSTAFF ST	MCMILLAN BRANDON & MELVIN T SCRUGGS & ST	1230 CR 811	SALTILLO, MS 38866	RS
10	44376	106C1309300	1113 EVELYN DR	STEWART BEACONE	1113 EVELYN	TUPELO, MS 38801	RS
11	44379	112F0400100	1902 BRIAR RIDGE RD	BROWN WILLIAM D	1902 BRIAR RIDGE RD	TUPELO, MS 38804	RS
12	44381	088N3314300	100 BRIAR RIDGE RD	K & K HOLDINGS LLC	6761 E 10 MILE RD	CENTERLINE, MI 48015	RS

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44383	106C1300205	2550 SOUTHERN HEIGHTS RD	BLOCKETT-SMITH VONDA & MCKINLEY BLOCKETT	2550 SOUTHERN HEIGHTS RD	TUPELO, MS 38801	RS
2.	44385	077H2526603	601-603 JOYNER AVE	HHH REAL ESTATE INVESTMENTS	14608 VAN NVESS AVE	GARDENA, CA 90249	TP
3.	44396	078D2706000	3377 WINCHESTER CIR	DOSS AMANDA LEIGH	3377 WINCHESTER CIR	TUPELO, MS 38801	TP
4.	44398	078D2702700	1450 GUN CLUB RD	TAYLOR PROPERTIES LLC	5989 PURNELL RD	BELDEN, MS 38826	TP
5.	44402	078H2700656	817 W BAY CIR	HILL MARTHA B	817 BAY CIRCLE	TUPELO, MS 38801	TP
6.	44403	078H2700648	801 W BAY CIR	WOOD LINDA C	801 W BAY CIRCLE	TUPELO, MS 38801	TP
7.	44405	078D2702800	1466 GUN CLUB RD	TAYLOR PROPERTIES LLC	5989 PURNELL RD	BELDEN, MS 38826	TP
8.	44407	078D2703300	1526 GUN CLUB RD	HIGDON CALEB	1526 GUN CLUB ROAD	TUPELO, MS 38801	TP
9.	44408	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	DS
10	44409	105D1502500	2938 BEASLEY DR	WREN ESSIE	710 C R 154	SHANNON, MS 38868	RS
11	44414	077Q3605800	120 S HIGHLAND DR	WEST CHARLOTTE & ANTWAN TURNER	120 S HIGHLAND DR	TUPELO, MS 38801	SB
12	44423	077P3507500	217 LAKEVIEW DR	GRAB THE MAP LLC	3195 MCCULLOUGH BLVD	BELDEN, MS 38826	RS

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44424	077P3507600	219 LAKEVIEW DR	KEEL JOHN & LEILA M	148 EUNICE STREET	GUNTOWN, MS 38849	RS
2.	44426	079L3204900	403 WILLENA CIR	GRIMES JARRED & HANNAH	403 WILLENA CIR	TUPELO, MS 38801	TP
3.	44427	079V3213100	25 HARVESTER'S SQ	WWD LLC	P O BOX 3171	TUPELO, MS 38804	TP
4.	44428	079V3209700	143 HARVESTER'S SQ	INTEGRITY CONSTRUCTION GROUP LLC	PO BOX 3421	TUPELO, MS 38802	TP
5.	44429	079V3211200	5475 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	TP
6.	44430	075E1614100	4798 COLEMAN CIR	GASKIN DANIEL KEITH	4798 COLEMAN CIR	BELDEN, MS 38826	TP
7.	44440	075S1600102	3424 WALSH RD	WILLIAMS JIMMIE ESTATE	P O BOX 184	BELDEN, MS 38826	DS
8.	44444	079L3208100	322 WILLENA CIR	SBF2019-1 PROPERTIES LLC	4145 POWELL RD	POWELL, OH 43065	TP
9.	44446	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	1264 BRIARWOOD DR	MEMPHIS, TN 38111	TP
10							
11							
12							





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Stephen N. Reed, Assistant City Attorney

**DATE** June 29, 2023

**SUBJECT:** IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE (TABLED AT MAY 2, 2023 MEETING) **SR**

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**Request:**

This item was moved to the Action Agenda during the April 18, 2023 Regular Meeting. The Council was fully advised of the City's legal authority to enact meaningful regulations concerning the care and upkeep of animals during a work session on April 24<sup>th</sup> the item was tabled during the May 2, 2023 Regular Meeting.

Vote to bring this item off of the table.

Vote to approve the attached recommended amendments.

**ORDINANCE AMENDING CHAPTER 6 - ANIMALS AND FOWL,  
ARTICLE I - IN GENERAL, AND ARTICLE IV - DOGS, OF THE CODE  
OF ORDINANCES OF THE CITY OF TUPELO, MISSISSIPPI**

**WHEREAS**, Chapter 6 of the Code of Ordinances of the City of Tupelo provides the ordinances and regulations pertaining to animals and fowl within the municipal limits; and

**WHEREAS**, Article I addresses general provisions; and

**WHEREAS**, Article IV addresses domesticated dogs; and

**WHEREAS**, Miss. Code Anno. § 21-19-9 authorizes municipalities to promulgate ordinances and regulations regulating animals and fowl, including domesticated dogs; and

**WHEREAS**, municipal police departments are authorized to enforce criminal violations of state law, including the crimes of animal cruelty set forth in Miss. Code Anno. §§ 97-41-1 and 97-41-16 (1972 as amended); and

**WHEREAS**, the contemplated amendments to certain provisions of the Code of Ordinances are a proper exercise of the city's police power, necessary to protect the public health, safety, morals and general welfare, and the provisions below are necessary, fair, reasonable and in the best interests of the citizens of the city of Tupelo.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI**, as follows:

**SECTION 1.** The prefatory statements are hereby incorporated herein as the findings of the City Council.

**SECTION 2.** Chapter 6 - Animals and Fowl - Article I - In General Sec. 6-4 is amended to read as follows:

**Sec. 6-4. - Penalties.**

Except for Sec. 6-71, the failure or refusal of any person to comply with any of the provisions of this chapter and the violation of any provision of this chapter by any person shall constitute a violation of city ordinance and be classified as a misdemeanor. Violation of Sec. 6-71 shall be classified as a felony under Miss. Code Anno. §97-41-16. Any person guilty of any violation of any provision of this chapter shall, on conviction thereof, be subject to punishment allowed by

law. The municipal court is hereby authorized to establish a schedule of penalties for various offenses, subject to review by the City Council.

**SECTION 3.** Chapter 6 - Animals and Fowl - Article I - In General Sec. 6-8 is amended to read as follows:

**Sec. 6-8. - Cruelty to animals.**

Except as otherwise provided in Sec. 6-70 and Sec. 6-71 for a domesticated dog or cat, if any person shall intentionally or with criminal negligence override, overdrive, overload, torture, torment, unjustifiably injure, deprive of necessary sustenance, food, or drink; or cruelly beat or needlessly mutilate; or cause or procure to be overridden, overdriven, overloaded, tortured, unjustifiably injured, tormented, or deprived of necessary sustenance, food or drink; or to be cruelly beaten or needlessly mutilated or killed, any living creature, every such offender shall, for every offense, be guilty of a misdemeanor.

**SECTION 4.** Chapter 6 - Animals and Fowl - Article IV - Dogs Sec. 6-69 is amended to read as follows:

**Sec. 6-69. - Same—Impoundment, redemption or disposition of dogs.**

(a) If any dog is caused or permitted or is found to be at large within the corporate limits of the city in violation of the provisions of this article, such dog may be apprehended and impounded by any police officer or other designated official of the city, to be held or disposed of as herein provided.

(b) If any such dog is so impounded, the same shall be released to the owner thereof only if payment is made within five (5) working days to the city or its designee such sums as may be designated from time to time by the City Council for compensation for catching or otherwise apprehending such dog and for harboring and caring for such dog on a daily basis during the time of impoundment.

(c) In addition to or in lieu of impounding a dog found at large, any police officer or designated official of the city may issue to the person known to own or be in possession or control of such dog a citation for any violation of this article. Any fines imposed, as set from time to time by the City Council, shall be paid within three (3) working days of such citation. If such fine is not paid within the time prescribed, a criminal warrant shall be issued for such person who may, upon conviction of such offense before city court, be punished as provided in section 1-8 of this Code.

(d) All fees and fines imposed pursuant to this section shall be paid by any violator before a dog impounded pursuant to this article shall be released. If such fees and fines are not paid within five (5) working days, then any such dog so impounded may be destroyed or otherwise disposed of.

**SECTION 5.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-70 to read as follows:

**Sec. 6-70. Simple cruelty to domesticated dog or cat.**

If a person shall intentionally or with criminal negligence wound, deprive of adequate shelter, food or water, or carry or confine in a cruel manner, any domesticated dog or cat, or cause any person to do the same, then he or she shall be guilty of the offense of simple cruelty to a domesticated dog or cat. A person who is convicted of the offense of simple cruelty to a domesticated dog or cat shall be guilty of a misdemeanor and fined not more than One Thousand Dollars (\$1,000.00), or imprisoned not more than six (6) months, or both. Each act of simple cruelty that is committed against more than one (1) domesticated dog or cat constitutes a separate offense.

**SECTION 6.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-71 to read as follows:

**Sec. 6-71. Aggravated cruelty to domesticated dog or cat.**

(1) If a person with malice shall *intentionally torture, mutilate, maim, burn, starve* to death, crush, *disfigure*, drown, suffocate or impale any domesticated dog or cat, or cause any person to do the same, then he or she shall be guilty of the offense of aggravated cruelty to a domesticated dog or cat. Each act of aggravated cruelty that is committed against more than one (1) domesticated dog or cat shall constitute a separate offense.

(2) A person who is convicted of a first offense of aggravated cruelty to a domesticated dog or cat shall be guilty of a felony and fined not more than Five Thousand Dollars (\$5,000.00), or committed to the custody of the Department of Corrections for not more than three (3) years, or both.

(3) A person who is convicted of a second or subsequent offense of aggravated cruelty to a domesticated dog or cat, the offenses being committed within a period of five (5) years, shall be guilty of a felony and fined not more than Ten Thousand Dollars (\$10,000.00) and imprisoned in the custody of the Department of Corrections for not less than one (1) year nor more than ten (10) years.

For purposes of calculating previous offenses of aggravated cruelty under this subparagraph (3), commission of one or more acts of aggravated cruelty against one or more domesticated dogs or cats within a twenty-four-hour period shall be considered one (1) offense.

**SECTION 7.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-72 to read as follows:

**Sec. 6-72. Running at large prohibited.**

It shall be unlawful for the owner or the person having possession, charge, custody or control of any dog or dogs to cause, permit or allow same to run at large within the corporate limits of the city. The running at large of any dog or dogs shall be prima facie evidence of the violation of this section by the owner or the person having possession, charge, custody or control of such dog. The term "at large" shall mean on or off the premises of the owner; the premises of a member of the owner's family; or premises of the person or persons having the possession, charge, custody

or control of any such dog or dogs, and in each of the foregoing instances when such dog or dogs are not under control, either by leash or confined in the manners authorized in this Sec. 6-74 and Sec. 6-75 (3). Nothing in this section shall be construed to prohibit walking a dog with the use of a hand-held leash.

**SECTION 8.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-73 to read as follows:

**Sec. 6-73. General conditions of places of confinement.**

- (1) No dog shall be kept or confined in a place or condition that is not large enough to provide reasonable freedom of movement to the dog(s) contained therein.
- (2) No dog shall be kept or confined in a place or condition that is an overcrowded habitat, such as, but not limited to, too many dogs in one yard.
- (3) No dog shall be kept or confined in any place or condition where the water, shelter, ventilation, and food are not sufficient for the good health of such dog. Places of confinement shall be maintained in a clean and sanitary condition at all times.
- (4) No dog shall be kept or confined in a place or condition which becomes a nuisance, either because of noise, odor, filth, or contagion of disease.
- (5) No dog shall be kept or confined in a place or condition without adequate drainage. The dog shall be free to walk or lie down without coming into contact with standing water.
- (6) No dog shall be kept or confined outside in extreme weather conditions, for example, a winter weather advisory, heat advisory or storm or tornado warning, without adequate food, water, shelter, ventilation, shade and heating.
- (7) No dog shall be kept or confined in a place or condition that does not prevent the dog from escaping or injuring itself while attempting to escape by digging under the place. Fencing and enclosures shall be of sufficient height to prevent the dog from escaping.

**SECTION 9.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-74 to read as follows:

**Sec. 6-74. Allowed places of confinement.**

Dogs within the city limits and while on the property of their owner, custodian or temporary caretaker, shall be restrained and confined only in the manners authorized in this section, subject to the general conditions of 6-73.

- (1) Within a residence. If the dog is to be confined within a residence, the owner of such dog or the person having possession, charge, custody or control of such dog will be required to make

arrangements for the daily exercise of the dog in accordance with the other provisions of this article.

(2) Within a fenced yard. If the dog is to be confined within a fenced yard, which may include a yard enclosed by electronic fencing, fencing shall provide adequate space for exercise based on a dimension of at least 100 square feet per dog and sufficient height to prevent the dog from escaping from the fenced area.

(3) Within a kennel, run or similar enclosure. If the dog is to be confined within an enclosure, the enclosure shall provide adequate space for exercise based on a dimension of at least 100 square feet per dog, shall be constructed of chain link or similar type materials with all four sides enclosed, shall be of sufficient height to prevent the dog from escaping from such enclosure, and the top of such enclosure shall be covered with materials to provide the dog with shade and protection from the elements.

**SECTION 10.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-75 to read as follows:

**Sec. 6-75. Tethering prohibited unless certain conditions met.**

(1) No person shall, at any time, fasten, chain, tether or tie any dog or cause such dog to be fastened, chained, tethered or tied to a fixed or stationary object while such dog is on the dog owner's property, on the property of the dog owner's landlord or on the property of the person having possession, charge, custody or control of such dog.

(2) No person shall, at any time, fasten, chain, tether or tie any dog or cause such dog to be fastened, chained or tethered at an unoccupied house, barn or property.

(3) A dog may be tethered as a means of confinement only under the following limited conditions:

(a) on a tethering device provided that it is at least ten feet in length and attached to a pulley, trolley or other moveable device mounted on a cable which is at least ten feet in length and mounted no more than seven feet above ground level; and

(b) on a tethering device which shall weigh no more than  $\frac{1}{8}$  of the dog's body weight; and

(c) on a tethering device which shall be attached to the dog in such a manner as to prevent injury or strangulation to the dog and entanglement with other objects; and

(d) on a tethering device which shall not be attached to the dog by means of a pinch-type, prong-type, or choke-type collar or harness, or by means other than a properly fitted collar, harness or other device made expressly for such purpose; and

(e) Dogs tethered or confined under the provisions of this sub-section must be allowed access to fresh water and food sufficient for the good health of such dog. Adequate ventilation

must be provided as well as shelter and shade (artificial or natural) when prevailing weather conditions, including but not limited to, extreme heat and sunlight, extreme cold, rain or other extreme weather so require.

(f) Dogs tethered or confined under the provisions of this sub-section must be tethered so that the dog does not extend beyond the property of the owner, custodian or caretaker onto either public property or property owned by another.

(g) Dogs tethered or confined under the provisions of this sub-section shall not become a nuisance, either because of noise, odor, filth, or contagion of disease.

**SECTION 11.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-76 to read as follows:

**Sec. 6-76. Confinement of dangerous dogs.**

Confinement of dangerous dogs is governed by Sec. 6-102 of this Chapter.

**SECTION 12.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-77 to read as follows:

**Sec. 6-77. Violations of Article IV. – Dogs.**

Violations of Article IV., Dogs., Division 1, Sections 6-66 through 6-76 can be used as a basis for citations or evidence used in the prosecution of simple or aggravated cruelty to domestic dogs under Miss. Code Anno. Sec. 97-41-16 (1972 as amended.)

**SECTION 13.** This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and laws. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

**SECTION 14.** All ordinances, resolutions or orders in conflict herewith are repealed, effective thirty (30) days after passage of this amendment.

**SECTION 15.** This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and after discussion, no council member having called for a reading, was brought to a vote as follows:

- Council Member Chad Mims \_\_\_\_\_
- Council Member Lynn Bryan \_\_\_\_\_
- Council Member Travis Beard \_\_\_\_\_
- Council Member Nettie Davis \_\_\_\_\_
- Council Member Buddy Palmer \_\_\_\_\_
- Council Member Janet Gaston \_\_\_\_\_
- Council Member Rosie Jones \_\_\_\_\_

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 18th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
TRAVIS BEARD, President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN, Mayor

DATE:





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Missy Shelton, Council Clerk  
**DATE** June 28, 2023  
**SUBJECT:** IN THE MATTER OF APPROVAL OF MINUTES OF JUNE 20, 2023  
COUNCIL MEETING

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**Request:**

For your review and approval.

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**JUNE 20, 2023**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, June 20, 2023, at 6:00 p.m. with the following in attendance: Council Members Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Chad Mims attended by telephone. Council Member Janet Gaston was absent. Council Member Rosie Jones led the invocation. Council Member Lynn Bryan led the pledge of allegiance.

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

### **CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member Beard moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, with the following additions:

ADD #24 IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPAIN HOUSE

ADD #25 IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPRING HILL CHURCH

Of those present, the vote was unanimous in favor.

### **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

#### **PUBLIC RECOGNITION**

Council Member Nettie Davis thanked everyone for being supportive for the Juneteenth festivities and invited everyone to attend the festivities that will continue on July 1.

#### **MAYOR'S REMARKS**

Mayor Todd Jordan mentioned that the Fire Department's Sprint vehicle has arrived. He invited Chief Kelly Elliott to address the Council. Chief Elliott thanked the Council and Administration for their support in getting the vehicle and said he hopes there will be another one coming soon. Mayor Jordan congratulated Lucia Randle, DTMSA Director, for the Elvis Presley Festival success. Baseball teams have been flocking to the city and last weekend, the hotels were filled to 96% capacity. Mayor Jordan wished Mr. Abraham Training a happy 100th birthday.

#### **PUBLIC AGENDA**

**IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS**

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

117 & 117 ½ Highland Drive (PARCEL 077Q-36-085-00)  
 1108 Marquette Street (PARCEL 077G-25-112-00)  
 2111 President Street (PARCEL 101M-12-093-00)  
 1203 North Green Street (PARCEL 089B-30-065-00)  
 718 North Church Street (PARCEL 089F-30-072-00)

**IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING**

No one appeared to speak on the following properties for lot mowing:

<u>Parcel</u>	<u>Location</u>
077M3610000	206 RANKIN BLVD
088N3310300	LAKE ST
077C2501600	1507 TRACE AVE
077F2613400	1830 W JACKSON ST
075J2105600	4542 LAKEWOOD LN
088F2813800	761 ELVIS PRESLEY DR
089N3103600	903 W MAIN ST
075R2205200	3528 FAIR OAKS DR
077P3502000	2089 W MAIN ST
089P3115900	411 ELLIOTT ST
101B0214000	401 MONUMENT DR
076Q2401400	1804 TRACE AVE
077C2503700	1603 OSBORNE ST

**ACTION AGENDA****IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE  
(TABLED AT MAY 2, 2023 MEETING)**

This item was left on the table.

**ROUTINE AGENDA****IN THE MATTER OF MINUTES OF JUNE 6, 2023 COUNCIL MEETING**

Council Member Palmer moved, seconded by Council Member Beard, to approve the minutes of the Regular Council meeting of June 6, 2023. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF BILL PAY**

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

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**

Council Member Beard moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as presented. After a brief explanation by CFO/City Clerk Kim Hanna, of those present, the vote was unanimous in favor. APPENDIX B

**IN THE MATTER OF BUDGET AMENDMENT #7 FOR FY 2023**

Council Member Davis moved, seconded by Council Member Beard, to approve Budget Amendment #7 for 2023, as presented by CFO/City Clerk Kim Hanna. Of those present, the vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS)**

Council Member Palmer moved, seconded by Council Member Beard, to adopt the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000); DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES

Of those present, the vote was unanimous in favor. A copy of the executed document is attached hereto and made part of these minutes as APPENDIX D.

**IN THE MATTER OF RESOLUTION HIRING REQUIRED LEGAL COUNSEL AND AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

Council Member Beard moved, seconded by Council Member Davis, to adopt the following resolution:

IN THE MATTER OF RESOLUTION HIRING REQUIRED LEGAL COUNSEL AND AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR

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

**IN THE MATTER OF DEMOLITIONS**

Council Member Beard moved, seconded by Council Member Palmer, to table the demolition of the structures located at 117 and 117 ½ Highland Drive until the next regular meeting of the Tupelo City Council on July 5, 2023. Of those present, the vote was unanimous in favor.

Council Member Beard moved, seconded by Council Member Davis, to adjudicate the properties and structures located at 1108 Marquette Street, 2111 President Street, 1203 North Green Street and 718 North Church Street for being a menace to the public health, safety and welfare of the community and in need of cleaning and to approve their demolition in accordance with Mississippi Code Annotated 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX F

### **IN THE MATTER OF LOT MOWING**

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

### **IN THE MATTER OF APPROVAL OF RESOLUTIONS ASSESSING JUDGMENT LIENS**

Council Member Beard moved, seconded by Council Member Davis, to approve RESOLUTIONS ASSESSING JUDGMENT LIENS AGAINST REAL PROPERTY FOR THE COSTS ASSOCIATED WITH LOT MOWING IN ACCORDANCE WITH MISS CODE ANNOTATED § 21-19-11 , for the following properties:

107 Lakeview Drive  
 202 Enoch Avenue  
 602 South Church Street  
 1195 South Gloster Street  
 1502 Reed Street  
 1507 Trave Avenue  
 1521 Elvis Presley Drive

such properties being previously 1) adjudicated menaces to the public health, safety and welfare of the community and in need of cleaning and 2) cleaned pursuant to Miss. Code Ann. 21-19-11 (1972 as amended). Of those present, the vote was unanimous in favor. APPENDIX H

### **IN THE MATTER OF APPROVAL OF LIEN FOR CLEAN UP AT 2281 EDGEMONT DRIVE**

Council Member Palmer moved, seconded by Council Member Beard, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property Under Miss. Cod Ann. 21-19-11 (1972 as amended) located at 2281 Edgemont Drive. Of those present, the vote was unanimous in favor. APPENDIX I

### **IN THE MATTER OF REAPPOINTMENT OF LESLIE MART TO THE TUPELO PLANNING COMMITTEE**

Council Member Palmer moved, seconded by Council Member Beard, to approve the reappointment of Leslie Mart to the Tupelo Planning Committee. This appointment is for a 4 year term and will expire February 2027. Of those present, the vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF APPROVAL OF PLANNING COMMITTEE MEETING MINUTES  
MAY 1, 2023**

Council Member Palmer moved, seconded by Council Member Beard, to approve the minutes of the May 1, 2023 meeting of the Planning Committee. Of those present, the vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING  
MINUTES OF JUNE 12, 2023 MEETING**

Council Member Davis moved, seconded by Council Member Beard, to accept the minutes of the Major Thoroughfare Committee of June 12, 2023. Of those present, the vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF CONTRACT AWARD FOR BID # 2023-016WL – PRIMARY TO  
NORTHWEST SUBSTATION 46 kV TRANSMISSION LINE POLE CHANGEOUT**

Council Member Palmer moved, seconded by Council Member Beard, to approve the contract with Service Electric Company for the replacement of 46 kV transmission line poles from Tupelo Primary substation to Northwest substation. The bid for this project (Bid #2023-016WL) was approved at the April 18, 2023 in the amount of \$589,158.60 and to authorize the Mayor and City Clerk to execute all documents. Of those present, the vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF APPROVAL OF THE EMERGENCY REPLACEMENT OF A 20”  
PRESSURE SEWER LINE**

TWL Director Johnny Timmons requested that the Council approve the emergency replacement of approximately ninety-one feet (91') of 20" pressure sewer line from the central pumping station to the wastewater treatment plant. This emergency purchase is necessary to immediately repair and replace a collapsed sewer line crossing the ditch on Community Drive in order to avoid environmental issues. The estimated cost of this replacement is \$22,000.00 (materials).

Council Member Davis moved, seconded by Council Member Beard, to approve the replacement as an emergency purchase. Of those present, the vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF AN EMERGENCY PURCHASE OF TWO (2) 300 kVA PADMOUNT  
TRANSFORMERS**

TWL Director Johnny Timmons requested the Council approve the emergency purchase of two (2) 300 kVA padmount transformers. The lowest quote submitted by Arkansas Electric Cooperatives, Inc. is \$22,860.00 each, for a total of \$45,720.00. The emergency purchase is necessary to maintain the current low, on-hand inventory of transformers whose cost is subject to review at the time of shipment and whose lead time is a minimum of 12 months.

Council Member Palmer moved, seconded by Council Member Jones, to find as necessary for the reasons cited above and approve the emergency purchase. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF REAPPOINTMENT OF STEPHANIE BROWNING TO CVB BOARD  
JUNE 13, 2023**

Council Member Davis moved, seconded by Council Member Palmer, to reappoint Stephanie Browning to the CVB Board, for a 2 year term expiring June, 2025. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF APPROVAL OF REQUEST TO ALLOW INTERNATIONAL TRAVEL  
FOR MAYOR TODD JORDAN AND SET MAXIMUM PER DIEM RATE**

Council Member Palmer moved, seconded by Council Member Davis, to approve a request for Mayor Todd Jordan to travel to Japan with a delegation from the Southeast US/Japan Association (SEUS) October 7-15, 2023. The daily per diem is \$125.78 for a total of \$1,132.00. Of those present, the vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF ORDER APPROVING EXERCISE OF SECOND OPTION TO  
PURCHASE REAL PROPERTY WITH BSB ASSOCIATES PARTNERSHIP, OR ITS  
SUCCESSOR IN INTEREST, FOR THE PURPOSE OF CONSTRUCTING A CLASS II  
RUBBISH LANDFILL**

The City previously entered into an option agreement with BSB Associates Partnership to purchase property for the purposes of constructing a Class II rubbish landfill. The agreement provided two one-year options in order to allow permits to be obtained to construct the facility. The first option is expiring, and the second must be exercised before June 30, 2023. Council Member Palmer moved, seconded by Council Member Beard, to approve to exercise of the second option and pay \$15,000 to BSB, or successor. Of those present, the vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF APPROVAL AND ADOPTION OF 2023 CITY OF TUPELO AND LEE  
COUNTY, MISSISSIPPI INTERLOCAL COOPERATION AGREEMENT FOR THE  
COLLECTION OF TAXES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE SAID AGREEMENT**

Council Member Davis moved, seconded by Council Member Beard, for the adoption of 2023 City of Tupelo and Lee County, Mississippi, Interlocal Cooperation Agreement for the Collection of Taxes and to authorize the Mayor and City Clerk to execute said agreement. The County, via its duly elected Tax Collector, shall perform all duties pertaining to the assessment and collection of city and Tupelo Public School District (hereinafter referred to as "TPSD") ad valorem taxes with the City and TPSD on real, personal, and mobile homes (collectively referred to as "City Taxes"). For the collection of City taxes, the City agrees to pay County a fee of One Hundred and Twenty-Five Thousand Dollars (\$125,000) per year during the term of this agreement. Of those present, the vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPAIN HOUSE**

Council Member Davis moved, seconded by Council Member Palmer, to approve a Memorandum of Agreement (MOA) between the City of Tupelo and the Department of Archives and History for the Spain House, and authorize the mayor to sign. This MOA will allow the City of Tupelo to act as a pass-through agency for a grant for the rehabilitation of the Spain House. Of those present, the vote was unanimous in favor. APPENDIX T

**IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPRING HILL CHURCH**

Council Member Davis moved, seconded by Council Member Jones, to approve a Memorandum of Agreement (MOA) between the City of Tupelo and the Department of Archives and History for the Spring Hill Church, and authorize the mayor to sign. This MOA will allow the City of Tupelo to act as a pass-through agency for a grant for the rehabilitation of the Spring Hill Church. Of those present, the vote was unanimous in favor. APPENDIX U

**EXECUTIVE SESSION**

Council Member Beard moved, seconded by Council Member Palmer, to determine the need for an executive session. Attorney Ben Logan said the session is for prospective litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:32 p.m.

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

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Beard to return to the regular meeting at 7:23 p.m. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF PAYMENT OF DISPUTED CLAIM FOR COLISEUM**

Council Member Beard moved, seconded by Council Member Palmer, to approve the payment of a pending, disputed claim to Sun Belt Specialties in the amount of \$18,256.00 with the confidential settlement and release being maintained in the office of the city attorney. Of those present, the vote was unanimous in favor. APPENDIX V

**IN THE MATTER OF ORDER DECLARING THAT CERTAIN RIGHT OF WAY IMPROVEMENTS IN THE AREA OF WALSH ROAD AND ENDVILLE ROAD ARE NECESSARY FOR THE HEALTH, COMFORT AND CONVENIENCE OF THE MUNICIPALITY AND AUTHORIZING COMPENSATION FOR THE ACQUISITION OF A PERMANENT EASEMENT FOR PUBLIC USE AND MAINTENANCE AND A TEMPORARY CONSTRUCTION EASEMENT**



Council Member Davis, moved, seconded by Council Member Palmer, to approve an Order Declaring that Certain Right of Way Improvements in the Area of Walsh Road and Endville Road are Necessary for the Health, Comfort and Convenience on the Municipality and Authorizing Compensation for the Acquisition of a Permanent Easement for Public Use and Maintenance and a Temporary Construction Easement. Of those present, the vote was unanimous in favor. APPENDIX W

**IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 124 HIGHLAND DRIVE**

Council Member Davis moved, seconded by Council Member Beard, to approve an Order Authorizing the Mayor and City Clerk to Enter into Contractual Negotiations for the Purchase of Real Property Located at 124 Highland Drive. Of those present, the vote was unanimous in favor. APPENDIX X

**IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1507 FORREST STREET**

Council Member Beard moved, seconded by Council Member Davis, to approve an Order Authorizing the Mayor and City Clerk to Enter into Contractual Negotiations for the Purchase of Real Property Located at 1507 Forrest Street. Of those present, the vote was unanimous in favor. APPENDIX Y

**IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 120 HIGHLAND DRIVE**

Council Member Beard moved, seconded by Council Member Davis, to approve an Order Authorizing the Mayor and City Clerk to Enter into Contractual Negotiations for the Purchase of Real Property Located at 124 Highland Drive. Of those present, the vote was unanimous in favor. APPENDIX Z

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council member Jones, to adjourn the meeting at 7:27 PM. Of those present, the vote was unanimous in favor.

This the 20th day of June, 2023.

---

Lynn Bryan, Council President

ATTEST:

\_\_\_\_\_  
Missy Shelton, Council Clerk

APPROVED

\_\_\_\_\_  
Todd Jordan, Mayor

\_\_\_\_\_  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** July 13, 2023  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

For your review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** July 18, 2023

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

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**Request:**

There are no items for approval at this time.

**ITEMS:**

None



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** July 18, 2023  
**SUBJECT:** IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2023 **KH**

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**Request:**

Please review and approve amendment #8.

**ITEMS:**

Amendment #8

**City of Tupelo**  
**Fy 2023 Budget Revision #8**

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

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	7,564,566		7,564,566
Licenses & Permits	1,190,500		1,190,500
Intergovernmental Revenues	34,529,651		34,529,651
Charges for Services	628,000		628,000
Fines & Forfeits	621,000		621,000
Interest Income & Misc. Revenues	703,760		703,760
Other Financing Resources	255,322		255,322
Unreserved Fund Balance	3,604,422	-	3,604,422
<b>Total General Fund Revenues</b>	<b><u>49,097,221</u></b>	<b><u>-</u></b>	<b><u>49,097,221</u></b>

Purpose:

**Expenditures:**

**City Council**

Personnel	304,341		304,341
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
<b>Total City Council</b>	<b><u>515,991</u></b>	<b><u>-</u></b>	<b><u>515,991</u></b>

Purpose:

**Executive Dept.**

Personnel	967,625		967,625
Supplies	30,000		30,000
Other Services & Charges	304,850		304,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b><u>1,302,475</u></b>	<b><u>-</u></b>	<b><u>1,302,475</u></b>

Purpose:

**City Court**

Personnel	973,567		973,567
Supplies	32,300		32,300
Other Services & Charges	109,154		109,154
Capital	-	-	-
<b>Total City Court</b>	<b><u>1,115,021</u></b>	<b><u>-</u></b>	<b><u>1,115,021</u></b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	866,256		866,256
Supplies	27,150		27,150
Other Services & Charges	555,897		555,897
Capital	286,532	-	286,532
	<u>1,735,835</u>	<u>-</u>	<u>1,735,835</u>

Purpose:

<b><u>CVB</u></b>			
Personnel	156,445		156,445
	<u>156,445</u>	<u>-</u>	<u>156,445</u>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	339,009		339,009
Supplies	4,100		4,100
Other Services & Charges	126,900		126,900
Capital	-	-	-
	<u>470,009</u>	<u>-</u>	<u>470,009</u>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,597,389		1,597,389
Supplies	51,500	(632)	50,868
Other Services & Charges	193,300		193,300
Capital	-	2,132	2,132
	<u>1,842,189</u>	<u>1,500</u>	<u>1,843,689</u>

Purpose: To increase the capital budget for a portable PA System and for a scanner.

<b><u>Police Dept</u></b>			
Personnel	9,879,791		9,879,791
Supplies	772,486		772,486
Other Services & Charges	1,787,019		1,787,019
Capital	576,582	-	576,582
	<u>13,015,878</u>	<u>-</u>	<u>13,015,878</u>

Purpose:

<b><u>Fire Dept</u></b>			
Personnel	7,069,017		7,069,017
Supplies	403,974		403,974
Other Services & Charges	284,600	25,000	309,600
Capital	10,000	-	10,000
	<u>7,767,591</u>	<u>25,000</u>	<u>7,792,591</u>

Purpose: To use contingency funds set aside for FY 2023 for the maintenance of 2 of our ladder truck units.

	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,194,671		3,194,671
Supplies	406,100		406,100
Other Services & Charges	2,255,390		2,255,390
Capital	<u>17,000</u>	-	<u>17,000</u>
<b>Total Public Works</b>	<b><u>5,873,161</u></b>	<b>-</b>	<b><u>5,873,161</u></b>
Purpose:			
<b><u>Parks &amp; Recreation</u></b>			
Personnel	2,237,912		2,237,912
Supplies	441,000		441,000
Other Services & Charges	1,154,533		1,154,533
Capital	<u>130,500</u>	-	<u>130,500</u>
<b>Total Parks &amp; Rec</b>	<b><u>3,963,945</u></b>	<b>-</b>	<b><u>3,963,945</u></b>
Purpose:			
<b><u>Aquatics Facility</u></b>			
Personnel	474,713		474,713
Supplies	98,500		98,500
Other Services & Charges	462,000		462,000
Capital	<u>10,000</u>	-	<u>10,000</u>
<b>Total Aquatics Facility</b>	<b><u>1,045,213</u></b>	<b>-</b>	<b><u>1,045,213</u></b>
Purpose:			
<b><u>Museum</u></b>			
Personnel	144,794		144,794
Supplies	9,000		9,000
Other Services & Charges	40,100		40,100
Capital	<u>5,000</u>	-	<u>5,000</u>
<b>Total Museum</b>	<b><u>198,894</u></b>	<b>-</b>	<b><u>198,894</u></b>
Purpose:			
<b>Community Services</b>	<u>1,069,672</u>	<u>(1,500)</u>	<u>1,068,172</u>
Purpose: To transfer funds from events to capital for the purchase of a small sound system.			
<b>Debt Service</b>	<u>325,480</u>	-	<u>325,480</u>
Purpose:			
<b>Other Financing Uses</b>	<u>8,544,835</u>	-	<u>8,544,835</u>
Purpose:			
<b>Reserves</b>	<u>154,587</u>	<u>(25,000)</u>	<u>129,587</u>
<b>Total General Fund Expenditures</b>	<b><u>49,097,221</u></b>	<b>-</b>	<b><u>49,097,221</u></b>



	Original Budget	Amendment	Amended Budget
<b>Fund 109</b>			
<b>Coliseum Operating Fund</b>			
<b>Revenues</b>			
Charges for Services	4,500,700		4,500,700
Grants	-	801,926	801,926
Interest & Miscellaneous Income	11,470		11,470
Other Financing Sources	2,425,830	1,125,000	3,550,830
Unreserved Fund Balance	825,000	(825,000)	-
	<u>7,763,000</u>	<u>1,101,926</u>	<u>8,864,926</u>
<b>Total Revenues</b>	<b><u>7,763,000</u></b>	<b><u>1,101,926</u></b>	<b><u>8,864,926</u></b>
<b>Expenditures</b>			
Personnel Services	1,451,750		1,451,750
Supplies	589,500		589,500
Other Services & Charges	3,671,750	1,101,926	4,773,676
Capital Outlay	2,050,000	-	2,050,000
	<u>7,763,000</u>	<u>1,101,926</u>	<u>8,864,926</u>
<b>Total Expenditures</b>	<b><u>7,763,000</u></b>	<b><u>1,101,926</u></b>	<b><u>8,864,926</u></b>

**Purpose**      **To increase the budget for services resulting from better than anticipated projections for events.**

Voting

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

Approved:

\_\_\_\_\_  
 President of the Council  
 City of Tupelo

Attest:

\_\_\_\_\_  
 Clerk of the Council

\_\_\_\_\_  
 Mayor  
 City of Tupelo

Attest:

\_\_\_\_\_  
 City Clerk



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, Interim Director of Development Services

**DATE** July 12, 2023

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

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**Request: DRB**

Review and approve properties on final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for 7/18/23

Item # 8.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44300	077E2605355	2002 ROSEWOOD ST	JOINER MICHELE	2002 ROSEWOOD	TUPELO, MS 38801	DS
2.	44301	078D2707300	3404 WINCHESTER CIR	O'KELLY JOSH	2126 ALTERAS DR	SMYRA, TN 37167	DS
3.	44309	078D2705300	3317 WINCHESTER CIR	PEEL HAL H III & MARGARET P	4848 COUNTRYWOOD MANOR	TUPELO, MS 38801	DS
4.	44318	078D2704700	WINCHESTER CIR	FAULKNER LLOYD	P O BOX 100	HOUSTON, MS 38851	DS
5.	44321	078D2700902	3262 WINCHESTER CIR	BARROWS CONSTRUCTION INC	5258 CLIFF GOOKIN BLVD	TUPELO, MS 38801	DS
6.	44329	101B0214000	401 MONUMENT DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	TP
7.	44335	088Q3402601	398 S FEEMSTER LAKE RD	OWENS REBECCA J	398 S FEEMSTER LAKE RD	TUPELO, MS 38804	DS
8.	44337	077M3605701	1100 CHAPMAN DR	DAVIDSON STEPHANIE	4360 SOUTHERN AVE SE	WASHINGTON, DC 20019	TP
9.	44339	077M3608500	1105 CHAPMAN DR	MCFERRIN STACY G	P O BOX 2556	TUPELO, MS 38803	TP
10	44340	112B0405200	1318 WILSON ST	GILMORE JOE	1318 WILSON ST	TUPELO, MS 38804	RS
11	44343	088Q3400800	1815 MARTIN HILL DR	SEARCY MELVIN & MICKIE	1815 MARTIN HILL DR	TUPELO, MS 38804	RS
12	44344	112C0301100	801 S FEEMSTER LAKE RD	BALL DAVID & AMY	1009 CR 369	NEW ALBANY, MS 38652	RS

Preliminary Lot Mowing Report for

Item # 8.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44348	077M3607200	1131 CHAPMAN DR	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	TP
2.	44351	089F3017800	536 N GREEN ST	HOSKINS PAULETTE	536 N GREEN STREET	TUPELO, MS 38804	SB
3.	44352	089F3018600	590-592 N GREEN ST	ABSOLUTE AUTO ACCEPTANCE	964 S EASON	TUPELO, MS 38804	SB
4.	44354	089F3018500	588 N GREEN ST	CHURCH SPRINGHILL MISSIONARY	BAPTIST TUPELO	TUPELO, MS 38802	SB
5.	44355	112C0301200	812 S FEEMSTER LAKE RD	ROBERTS JASON & RAMONA	242 CROSSRIDGE CIR	MOOREVILLE, MS 38857	TP
6.	44356	089F3004700	505 W BARNES ST	HILL JIMMY & TONI	505 BARNES ST	TUPELO, MS 38804	SB
7.	44368	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
8.	44371	101A0216100	2517 HOOD AVE	THARP CHARLES L SR & FRANCES T	2517 HOOD AVE	TUPELO, MS 38801	RS
9.	44372	106D1312200	908 BICKERSTAFF ST	MCMILLAN BRANDON & MELVIN T SCRUGGS & ST	1230 CR 811	SALTILLO, MS 38866	RS
10	44376	106C1309300	1113 EVELYN DR	STEWART BEACONE	1113 EVELYN	TUPELO, MS 38801	RS
11	44379	112F0400100	1902 BRIAR RIDGE RD	BROWN WILLIAM D	1902 BRIAR RIDGE RD	TUPELO, MS 38804	RS
12	44381	088N3314300	100 BRIAR RIDGE RD	K & K HOLDINGS LLC	6761 E 10 MILE RD	CENTERLINE, MI 48015	RS

Preliminary Lot Mowing Report for

Item # 8.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44383	106C1300205	2550 SOUTHERN HEIGHTS RD	BLOCKETT-SMITH VONDA & MCKINLEY BLOCKETT	2550 SOUTHERN HEIGHTS RD	TUPELO, MS 38801	RS
2.	44385	077H2526603	601-603 JOYNER AVE	HHH REAL ESTATE INVESTMENTS	14608 VAN NVESS AVE	GARDENA, CA 90249	TP
3.	44396	078D2706000	3377 WINCHESTER CIR	DOSS AMANDA LEIGH	3377 WINCHESTER CIR	TUPELO, MS 38801	TP
4.	44398	078D2702700	1450 GUN CLUB RD	TAYLOR PROPERTIES LLC	5989 PURNELL RD	BELDEN, MS 38826	TP
5.	44402	078H2700656	817 W BAY CIR	HILL MARTHA B	817 BAY CIRCLE	TUPELO, MS 38801	TP
6.	44403	078H2700648	801 W BAY CIR	WOOD LINDA C	801 W BAY CIRCLE	TUPELO, MS 38801	TP
7.	44405	078D2702800	1466 GUN CLUB RD	TAYLOR PROPERTIES LLC	5989 PURNELL RD	BELDEN, MS 38826	TP
8.	44407	078D2703300	1526 GUN CLUB RD	HIGDON CALEB	1526 GUN CLUB ROAD	TUPELO, MS 38801	TP
9.	44408	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	DS
10	44409	105D1502500	2938 BEASLEY DR	WREN ESSIE	710 C R 154	SHANNON, MS 38868	RS
11	44414	077Q3605800	120 S HIGHLAND DR	WEST CHARLOTTE & ANTWAN TURNER	120 S HIGHLAND DR	TUPELO, MS 38801	SB
12	44423	077P3507500	217 LAKEVIEW DR	GRAB THE MAP LLC	3195 MCCULLOUGH BLVD	BELDEN, MS 38826	RS

Preliminary Lot Mowing Report for

Item # 8.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44424	077P3507600	219 LAKEVIEW DR	KEEL JOHN & LEILA M	148 EUNICE STREET	GUNTOWN, MS 38849	RS
2.	44426	079L3204900	403 WILLENA CIR	GRIMES JARRED & HANNAH	403 WILLENA CIR	TUPELO, MS 38801	TP
3.	44427	079V3213100	25 HARVESTER'S SQ	WWD LLC	P O BOX 3171	TUPELO, MS 38804	TP
4.	44428	079V3209700	143 HARVESTER'S SQ	INTEGRITY CONSTRUCTION GROUP LLC	PO BOX 3421	TUPELO, MS 38802	TP
5.	44429	079V3211200	5475 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	TP
6.	44430	075E1614100	4798 COLEMAN CIR	GASKIN DANIEL KEITH	4798 COLEMAN CIR	BELDEN, MS 38826	TP
7.	44440	075S1600102	3424 WALSH RD	WILLIAMS JIMMIE ESTATE	P O BOX 184	BELDEN, MS 38826	DS
8.	44444	079L3208100	322 WILLENA CIR	SBF2019-1 PROPERTIES LLC	4145 POWELL RD	POWELL, OH 43065	TP
9.	44446	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	1264 BRIARWOOD DR	MEMPHIS, TN 38111	TP
10							
11							
12							



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, Interim Director of Development Services

**DATE:** July 13, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF PLANNING COMMITTEE MEETING  
MINUTES JUNE 5, 2023 **DRB**

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**Request: DRB**

See attached minutes from the June 5, 2023 Planning Committee Meeting



**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
JUNE REGULAR MEETING  
Monday, June 5, 2023  
6:00 PM Council Chambers**

**CALL TO ORDER**

Chair Lindsey Leake called the meeting to order. Other committee members present included Mark Williams, Bentley Nolan, Pam Hadley, Leslie Mart, Patti Thompson, Gus Hildenbrand and Scott Davis. Staff members present included City Planner Jenny Savely and Zoning Administrator Russ Wilson. Committee member Victor Fleitas and Interim Director of Development Services Dennis Bonds were not present. Chair Leake asked Mark Williams to open with a prayer and Scott Davis to lead the pledge. Chair Leake then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

**REVIEW OF MINUTES**

Chair Leake asked if there were any corrections to the minutes. City Planner Savely offered an addition to the minutes which stated that Leslie Mart had been reappointed to the Committee. Scott Davis moved to approve with that addition, Seconded by Bentley Nolan and passed unanimously. Leake then opened the regular session of the meeting asking for a report on Council Actions.

**REPORT ON COUNCIL ACTIONS**

City Planner Jenny Savely said that the minutes of the May meeting would be considered at the June 6<sup>th</sup> City Council meeting which will include the Committee's approval of the Rezoning from last month. there was nothing to report at this time.

**OLD BUSINESS**

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

**NEW BUSINESS**

Leake announced the first item on the agenda, FLEX23-04, Verizon Wireless Tower at Belden, Flexible Use Review for a 170' Telecommunications Tower. Leake asked for the staff analysis.

City Planner Savely stated that this was for a tower to be located off the eastbound 1-22 exit at McCullough Boulevard. Verizon Communications is requesting to place a 170 foot tall cell tower to serve that area to address numerous dropped calls. This is in a Mixed Use Employment Zone. A cell tower is a Use by Right in this zone. All towers above 75 feet in height require Flexible Use approval by the Planning Committee. The applicant has met all the special use requirements including landscape buffer requirements in this primarily commercially developed location except for 9 residential properties that are uphill from this location near Belden Baptist Church and up the road is the Lee County District 3 storage and supply facility. No negative impact is anticipated from this. Based on the Committee's request for information on other towers located in the area, Savely said she planned to do a deeper analysis on this. The applicant provided information on nearby towers but Savely said that 11 towers have been approved by the Planning Committee since 2003 that she estimated are over 150 feet tall. The applicant has received approval from the FAA at the proposed

location which is included in the packet along with the layout of what the tower will look like. As much of the existing vegetation will be kept as possible.

Hadley asked for confirmation on the number of towers since 2003. Savely confirmed the number at 11 but stated that the records were sporadic but she would clean that up and report back. Chair Leake asked the applicant to come forward to present their case to the committee.

Patton Caan from Birmingham, Al, representing the law firm Baker Donelson, who represents Verizon Communications who wishes to site the tower at Belden. Caan said he did not have much to add, but that the main purpose of the project is to improve coverage at this location near I-22, but would be happy to answer any questions.

Leslie Mart asked how they plan to apply the landscaping to the site once the tower is up. Savely mentioned that L-1 in the packet shows the landscape plan as well as C-2. Caan mentioned that on C-3 there is a zoomed in view. Wilson stated that the files were available on screen if Savely wishes to bring them up for closer viewing. Hildenbrand asked if they were using what was there and Caan said yes, they wanted to preserve as much as possible. Mart asked what type fencing would be used, chain link? Caan said yes, chain link with slats. Wilson added that the landscaping buffer was located outside the fence so you really don't see the fence. Savely brought up the details on screen but mentioned that an opaque buffer was not required. Wilson asked if the fence was primarily for security. Caan stated yes, to keep people out of the compound. Caan verified that there would be a 6ft solid board fence with 2 ft of wire on top. With no further questions from the committee, Chair Leake opened the meeting for input from the public and requested any who wanted to speak to come to the podium.

Keith Kennedy, 3820 Belden Pike came forward. As the closest resident to this tower, he asked if others would want a tower close to their house. He spends a lot of time in his back yard in his garden, loves being outside, but doesn't want to look at a cell phone tower. He's sorry there's not good service there, he has AT&T, but doesn't have good service at work at Guntown, but he wouldn't want someone to live by a cell tower. His 85 year old mother in law lives at 3837 Belden Pike for 45 years right across the road and she doesn't want it. If she was healthy enough to attend he said the committee would get an earful. They don't want it, there's enough of an eyesore at the end of the street (District 3 storage), come out and see for yourself.

Sammy Green, 149 Patterson Circle, Saltillo came to the podium. He also owns property at 3820 Belden Pike, and 3570 Belden Pike, and is also a member of Belden Baptist Church and is on the property and grounds committee there. The back side of the church property goes all the way to Belden Pike. Green said he strongly opposes this cell tower for several reasons. The notice and concern that went out with regard to the proximity of the cell tower went out to surrounding residents was 500 feet. Research from the American Cancer Society says cell phone towers are considered dangerous and emit cancerous rays for up to a quarter of a mile. The majority of these residents fall within that quarter of a mile including Belden Baptist Church. It also emits noises that come off that. There's been several ranges that goes from noise levels off cell phone towers. It just depends on the strength of the tower itself. So we really don't know what strength they are going to be putting out db levels for this tower here.

That is well within the 500 feet. The other issue is what is the degradation of the value of our property for a cell tower within 500 feet? These are things that we have to consider. These are properties we have made investments in here in Tupelo. Green said he appreciated the committee's time and strongly recommends that the committee ask Verizon to relocate this tower as most towers are located in excess of a quarter of a mile from residential dwellings. He said most towers you see are located out in fields away from residents, away from children and grandchildren. He thanked the committee again for their consideration.

Seeing no one else that wanted to speak to this issue, Chair Leake closed the public input portion of the application and opened it up for committee discussion. Mark Williams stated that he's like to hear from the Mr. Caan with Baker Donelson respond to what he had just heard. Caan came back to the podium. He said he certainly respects Mr. Kennedy and Mr. Green's opinions. Caan said that they build cell towers today closer and closer to people because that's who they serve. There has been a massive expansion in wireless demand over the last two decades and exponentially over the last five years and they have to build the infrastructure to meet that demand. On the cancer issues, this facility will comply with all FCC requirements. The FCC (Federal Communications Commission) sets those requirements for public health and safety. This facility will not emit any noise, and it won't degrade property values. Caan stated that Verizon selected this site based on ordinances, and we met the terms of your ordinance - I'll be happy to answer any questions.

Mart asked for clarification on the 500 feet from the tower to the nearest residence. City Planner Savely clarified that the 500 feet is the distance to send notifications for Flexible Use Applications. We do not have a distance requirement from residents for cell towers. Scott Davis asked if this was any closer than any of the other towers we have approved. This has come up before where nearby residents complain, but is this unusually close. Savely said this has come up often, we have cell towers among us with so many easily disguised where you are not even aware they are there, but there is nothing unusual about this one's proximity. Mart asked about some black 30 foot towers she has seen. There's a big difference in those 30 feet tall and those 170 feet tall. Savely said that this is why the under 75 feet tall towers can be reviewed by compatibility but does require planning committee review at this height (170').

Mart asked if there is an increased output. Caan stated that how far the signal travels is partly a function of height. There are some in more rural areas that are even taller than 170 feet. He said that if they installed a 30 foot tower at this location, then they would have to install many more 30 foot towers even closer to people's homes in order to cover the same area. Mart asked about the frequency of the waves, is the intensity increased because it's a bigger tower? Caan clarified that the frequency is not a function of the height of the tower. The frequency is what the FCC licenses Verizon to use. That's affected by lots of things, but not topography. Mart asked about radiation and the studies cited by one of the residents. Caan stated that they comply with FCC requirements established to determine what is safe and what is not. Verizon has to follow these requirements as a condition of its license, operate within those guidelines. The Telecommunications Act states that local governments don't decide siting applications based on radio frequency emissions.

Gus Hildenbrand asked if the cell phone in your pocket was more dangerous than the cell phone tower. Caan said he thought both were safe. Mart asked about looking at the report and whether it referred to residential areas. Savely mentioned that this was the FAA report that said it was safe for

air traffic relevant to the location and height of the tower. There is no FCC report included and was not required. Mart stated she would like more FCC information. Patti Thompson said she has an E911 tower in her back yard which has been there for years. Hildenbrand asked how tall that tower was. Thompson guessed 60-70 feet tall. Chair Leake asked if the committee was ready to vote, or asking for more information?

Savely recapped the voting options for the committee. Mart asked again if anyone had any concerns like hers. Hadley stated she also had concerns. Patti Thompson said she thought the committee should table it until they have more information. Davis asked how many similar towers like these have been issued. Bentley Nolan stated that if all the requirements have been met, he had no issue with making a motion to approve. Davis said we have done this numerous times. Mart said she hadn't had the health concerns come up before. Nolan said that the health concerns are not really within our purview. Savely stated that the FCC sets the health and safety guidelines and FAA sets the height of the tower guidelines by location. Davis said that all that federal stuff has been approved and if they've met all those requirements, who are we to say they are wrong? An FCC report was not submitted to us because it was not required by our code. Caan said he could provide that to us. Wilson stated that when we request that, when we get that, it will probably be hundreds of pages of information that won't make sense to any of us except the engineer. He said that the FCC protects us from those things that we don't know about, the FCC goes over that on the front end. The height of the tower is a product of the intended coverage area.

Bentley Nolan made a motion to approve the application as presented. Seconded by Gus Hildenbrand. All present voted in favor, except Patti Thompson who voted against the motion. The motion passed 7-1. Savely explained the appeal process and next steps for the applicant.

The next application on the agenda was FLEX23-04, PECAN ROW DUPLEX ADDITON, FLEXIBLE USE REVIEW AND PRELIMINARY MAJOR SITE PLAN REVIEW ADDING 9 DUPLEXES TO THE PECAN ROW DUPLEX COMMUNITY. Chair Leake requested the staff analysis from City Planner Savely.

Savely explained that this unique development takes up an entire block between Green Street, Mitchell Road and Lawndale Drive. There are currently 12 duplexes, largely vacant in the center, with a proposal to add 9 duplexes for a total of 42 dwelling units on the 6 acre parcel. There is a Flexible Use Review for building duplexes in a Medium Density Residential zoning district and as a multifamily development, there is a major site plan review required by this committee and by City Council. You have in the packet, an updated site plan that has a dumpster enclosure, plus there are a few other items that need to go through Plan Review such as storm water and drainage. This is a preliminary major site plan so we anticipate minor amendments to the overall plan, but in general what you have is the site plan that is being proposed. Parking and landscaping will be reviewed in detail later in the construction phase. Savely mentioned that this is a lollipop loop through the center with access off of South Green.

Chair Leake asked the applicant to come forward to state their case. Jeremy Butler from Falkner came forward to explain that they own the other duplexes and would like to fill out the land that is vacant in the same use and design as the ones that are there already. Mark Williams asked Savely to pull up the map from the packet on screen. Williams asked about access to the dumpster as well as

landscaping to buffer the view of the dumpster. Butler said they were working on that with Waste Management. Savely explained that the street would have to be built to City Standards for WM to service the newly added individual homes. After much discussion among the committee members about the pros and cons of a central dumpster versus roll out carts, the committee agreed to placement of a dumpster inside an enclosure with landscaping around it. This will be approved by staff during final review.

Bentley Nolan asked about the separation of the proposed new structures. Savely mentioned that there would be a minimum of 10 feet separating each building from the adjacent building. Mart asked for clarification on the 10-foot distance which Savely said met our code. Davis added that these are at their narrowest point and that at some points they are further than the minimum. Chair Leake asked about maintenance of the green space. Butler said that they would hire a maintenance company and that landscaping would meet city code for open space and trees. Bentley Nolan asked if the streets would meet code. Savely said it would after final review in house. Patti Thompson asked if there would be any fences between any of the properties. Butler said no, there are no fences now, and that they did not plan any. Savely added that there would be a requirement for commercial landscape buffer requirement. That will be included during the commercial development phase. Savely said that multifamily is treated as commercial for the landscaping but the 25% maximum paved front yard limit would still be used. Savely added that there is more parking shown than is required by code.

Chair Leake asked if anyone wanted to speak to the issue, hearing none Leake closed the public input portion and opened the meeting for discussion between the members of the committee. Patti Thompson asked if site plan approval was just the first step to get things started. Savely said yes Preliminary site plan approval simply says you accept the general layout not the detail which will be worked out prior to construction. Mart summarized that this is just about the major site plan and allowing more duplexes. Savely said yes. Mark Williams made a motion to approve. Pam Hadley seconded the motion with a unanimous vote to approve.

Chair Leake then brought up FLEX23-06, Dynasty Event Center, Flexible Use Review for the Event Center use and a variance to allow beer and light wine sales closer than 100 ft to protected buildings in an MUR Zoning District. Leake asked for the staff analysis.

Savely mentioned that Mr. Kenneth Mayfield had purchased the old Elks Lodge on Tolbert Street and wants to use it as an Event Center, which requires a Flexible Use Review and Approval at this location in the Park Hill Overlay District. A variance is required to allow the sale and consumption of beer and light wine within 100 feet of a protected building or residence. Gum Tree Park shares a property line. As a public park it is also a protected place. The city has agreed to waive that distance requirement. A very similar approval was granted in 2018 at this same location. Only one residence with located over 100 feet away. Since the commercial area of Tolbert has been put in place, the city is using the 100-foot commercial distance. Savely showed a list of area protected places all of which except the one residence are located more than 300 feet away, and two churches are more than 400 feet away. Thus, the City Park is the only structure playing into the variance, which has been waived.

Mr. Kenneth Mayfield came to the podium to explain the project, the Event Center and the basement, where he plans to place a pizza business. The project is 80-90 percent complete. Park Hill

Pizza is to be located on the bottom floor. A pavilion has been added at the rear of the facility outdoors. There would also be a meeting room with adequate bathrooms on the basement level with an almost one-million-dollar investment fully sprinkled. Weddings and events can be planned to occur here with over 10,000 square feet, dressing rooms. This not a night club but a place to have community event to be rented out for events also. A person who owns a house across the street is working together on some ideas to possibly have a business on the lower level and some residential areas on the second level. He hopes that the Park Hill overlay can be extended to further grow the area. Mayfield provided more details about the facility. Savely mentioned that the department has not reviewed the facility for use as a restaurant, so the action here tonight is just for considering the use as an event center and for the variance to allow beer and light wine sales.

Pam Hadley asked what the hours of the facility would be. Mayfield responded maybe from 12 Noon to 11-12 at night, but nothing beyond midnight. Hildenbrand asked if there was a second floor. Mayfield said yes, about 800 square feet, but it was not usable for anything but storage. Mart asked about if they planned to add a sidewalk off of Tolbert. Mayfield said he had spoken to the mayor about that and that the mayor supported it and could maybe get a grant to help make that happen. With no other questions of Mr. Mayfield, Leake opened the floor for public input. With no one there to speak, he closed the public input portion and opened it up for discussion between committee members.

Nolan asked if this required two separate motions. Mart made a motion to allow consumption of beer and light wine on premises under city guidelines. Mark Williams seconded the motion and it passed unanimously. Bentley Nolan then made a motion to approve the use of the facility as an event center, seconded by Pam Hadley, with the vote unanimous to approve. Leake asked Savely to explain next steps. Mr. Mayfield thanked the committee. Nettie Davis asked to speak. Davis gave a little history about that location and thanked the committee for their support.

Leake asked if there were any items on the agenda for next month. Savely said none so far. She suggested due to staff going to the MML convention in Biloxi the week of June 25<sup>th</sup> and the July 4<sup>th</sup> Holiday, that we move the work session to Wednesday, July 5<sup>th</sup> and the regular July meeting to Monday, July 10<sup>th</sup>. June 19<sup>th</sup> is the deadline for the July agenda. Pattie Thompson made a motion to approve the proposed meeting schedule. Pam Hadley seconded and the motion passed unanimously.

There being no further business, Lindsey Leake made a motion to adjourn which passed unanimously.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE** July 13, 2023  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE LIENS FOR LOT MOWING **DRB**

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**Request: DRB**

Adjudicating cost and assessing lien against real property under Miss. Code Ann. 1972, § 21-19-11 located at:

222 West Barnes Street	089F-30-306-00
1507 Trace Avenue	077C-25-016-00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44266

TERESA MOSBY

OWNER

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

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

Property Owner: TERESA MOSBY  
Address of Owner: 303 EAST JACKSON STREET  
TUPELO, MS 38804  
Parcel Number: 089F-30-306-00  
Address of Violation: 222 WEST BARNES STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 07/05/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 07/18/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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



WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
TRAVIS BEARD, Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44137

BENNETT HILLS, INC. AND DEAN WEBB  
AND JENNIFER HANKINS

OWNER

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

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

Property Owner: BENNETT HILLS, INC.  
Address of Owner: P.O. BOX 3786  
MERIDIAN, MS 39303-3786

Property Owner: DEAN WEBB AND JENNIFER HANKINS  
Address of Owner: 1104 RD 811  
SALTILLO, MS 38866

Parcel Number: 077C-25-016-00

Address of Violation: 1507 TRACE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 06/06/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 07/18/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
TRAVIS BEARD, Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN., Mayor

\_\_\_\_\_  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, DDS Director

**DATE**

**SUBJECT:** IN THE MATTER OF DEMOLITIONS LOCATED AT 117 & 117 ½  
HIGHLAND DRIVE (PARCEL 077Q-36-085-00) (TABLED AT JUNE 20, 2023  
MEETING) **SR**

---

**Request:**

This item was tabled at the June 20, 2023 meeting.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE** July 12, 2023

**SUBJECT:** IN THE MATTER OF UNMARKED VEHICLE RESOLUTION JQ

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**Request:**

Please accept this current unmarked vehicle Resolution that the Tupelo Police Department maintains.

**RESOLUTION**

**Whereas**, the City of Tupelo, Tupelo Police Department owns and operates law enforcement vehicles all of which fall under the purview of Section 25-1-87, Mississippi Code, styled “**Marking publicly owned or leased vehicles: exceptions: effect of non-compliance**”, and

**Whereas**, the Tupelo Police Department has a long standing and demonstrated need to operate unmarked vehicles to protect the security of on-going official criminal investigations at all levels within the department; and

**Whereas**, marking of said law enforcement vehicles would hinder the conduct of official on-going criminal investigations.

It is hereby requested that certain police vehicles, which are suited for use, used and/or are available for use on a continuing basis to facilitate covert investigative activities be exempted from the vehicle marking requirements set forth under section 25-1-87, Mississippi Code Annotated, as follows:

<b>Description</b>	<b>Location</b>	<b>Vin Number</b>
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#22 2021 Dodge Durango( Silver)	Detectives	1C4RDHFG9MC640663
#54- 2007 Ford Crown Vic (Electric Blue)	Admin	2FAFP71W17X149018
#34 2005 Ford Crown Victoria	Admin	2FAFP71W35X119080
EOD #86 2019 Chevy Tahoe (Black)	EOD	1GNLCDKC2KR344874
#03 2006 Ford Crown Victoria	Admin	2FAFP71W46X133426
#02 2006 Ford Crown Victoria	Negotiator	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
#51 2006 Ford Crown Victoria	SWAT	2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-5 2013 Chevy Tahoe	SOG	1GNLC2E07DR159941
#48 2013 Chevy Tahoe (silver)	K9	1GNLC2E06DR276720
#53 2007 Ford Crown Victoria	SWAT	2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FMSK7DH6LGC22724
#70 2001 Dodge Ram P/U	PAL	1B7HC16Y81S735196
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	SWAT	2FAFP71V8X149835

#79 2008 Ford Crown Victoria	Detectives	2FAFP71V98X152712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#55 2012 Dodge Charger Grey	Admin	2C3CDXAT9CH240347
#90 2016 Ford Police Interceptor (Gray)	Detectives	1M5K8AR4BBD05963
#83 2012 Chevrolet Tahoe(White)	K9	1GNLC2E01CR292516
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517
#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Detectives	1FMJU1GT5HEA50868
#97 2017 Ford Expedition (BLACK)	Detectives	1FMJU1FT1HEA50867
#49 2009 Ford Crown Victoria	SWAT	2FAHP71V79X121405
#85 2015 Ford Interceptor Utility	SOG	1FM5K8AR8FGB62403
#61 2014 Ford Explorer	Admin	1FM5K8B84EGA23972
#11 2017 Chevy Tahoe (silver)	Admin	1GNLCDEC2HR313032
#59 2015 Ford Interceptor Utility	SOG	1FM5K8AR6FGB62402
#12 2015 Ford F150 Super cab Gray	Detectives	1FTEX1CPXFKD93342
#97 2019 Chevy Tahoe (Black)	SCU	1GNLCDEC4KR173279
#07 2020 White Chevrolet Tahoe	EOD	1GNLCDEC3LR304543
#04 2020 Black Dodge Durango	SCU	1C4RDJG1LC205576
#18 2020 Gray Dodge Durango	Detectives	1C4RDJFG5LC205578
#27 2020 Gray Dodge Durango	Detectives	1C4RDLFG3LC205577
#56 2016 Gray Ford F-150	Negotiator	1FTEW1C8XGKD59186
#42-028 Green 2000 Honda Accord	SOG	1HGCG5647YA056850
#67-2020 White Ford Explorer	SRO	1FM5K7DH1LGC20833
#33- 2021 Dodge Durango (Grey)	Detectives	1C4RDHFG0MC640664
#25- 2021 Dodge Durango (Blue)	Detectives	1C4RDHFG2MC640665
#78- 2021 Chevrolet Tahoe (Black)	Admin	1GNSCLED6MR367782
#14- 2005 Ford CV (Silver)	AI	2FAFP74W05X139072
#23- 2021 Dodge Durango (Black)	K9	1C4RDJFG7MC643584
#76- 2021 Ford Explorer (Black)	Admin	1FM5K7DH1MGC50240
#64- 2021 Chevy Tahoe (Black)	Admin	1GNSCLED7MR434583
#9938- 2022 Chevy Tahoe(Black)	Admin	1GNSCLEDXNR229938
#0114- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR2300114
#0168- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED3NR230168
#0131- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR230131
#8539- 2022 Ford Explorer (Black)	K9	1FM5K8AW9NNA08539
#9946- 2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED1PR189946
#9970-2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED9PR189970

56 Total Unmarked PD Vehicles

\_\_\_\_\_  
Chief John Quaka, Tupelo Police Department

Upon motion by Council Member \_\_\_\_\_, and seconded by  
Council Member \_\_\_\_\_ the matter was called to vote by the  
President with the Council Members voting as follows:

- Council Member Ward 1 Mims \_\_\_\_\_
- Council Member Ward 2 Bryan \_\_\_\_\_
- Council Member Ward 3 Beard \_\_\_\_\_
- Council Member Ward 4 Davis \_\_\_\_\_
- Council Member Ward 5 Palmer \_\_\_\_\_
- Council Member Ward 6 Gaston \_\_\_\_\_
- Council Member Ward 7 Jones \_\_\_\_\_

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the \_\_\_\_\_ day of February , 2022

City of Tupelo, MS

\_\_\_\_\_  
Travis Beard, Council President

Attest:

\_\_\_\_\_  
Missy Shelton, Clerk of the Council



---

Todd Jordan, Mayor

---

Date



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief of Police

**DATE** July 13, 2023

**SUBJECT:** IN THE MATTER OF UNMARKED POLICE SURVEILLANCE VEHICLE **JQ**

---

**Request:** Please add this vehicle to the City of Tupelo's asset list.

**2012 black Infiniti G37; VIN #JN1CV6EK2CM421259**

**RESOLUTION**

**Whereas**, the City of Tupelo, Tupelo Police Department owns and operates law enforcement vehicles all of which fall under the purview of Section 25-1-87, Mississippi Code, styled “**Marking publicly owned or leased vehicles: exceptions: effect of non-compliance**”, and

**Whereas**, the Tupelo Police Department has a long standing and demonstrated need to operate unmarked vehicles to protect the security of on-going official criminal investigations at all levels within the department; and

**Whereas**, marking of said law enforcement vehicles would hinder the conduct of official on-going criminal investigations.

It is hereby requested that certain police vehicles, which are suited for use, used and/or are available for use on a continuing basis to facilitate covert investigative activities be exempted from the vehicle marking requirements set forth under section 25-1-87, Mississippi Code Annotated, as follows:

- 1. 2012 Infiniti G37; VIN JN1CV6EK2CM421259, Narcotics Division

\_\_\_\_\_  
Chief John Quaka, Tupelo Police Department

Upon motion by Council Member \_\_\_\_\_, and seconded by Council Member \_\_\_\_\_ the matter was called to vote by the President with the Council Members voting as follows:

- Council Member Ward 1 Mims \_\_\_\_\_
- Council Member Ward 2 Bryan \_\_\_\_\_
- Council Member Ward 3 Beard \_\_\_\_\_
- Council Member Ward 4 Davis \_\_\_\_\_
- Council Member Ward 5 Palmer \_\_\_\_\_
- Council Member Ward 6 Gaston \_\_\_\_\_
- Council Member Ward 7 Jones \_\_\_\_\_

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

City of Tupelo, MS

\_\_\_\_\_  
By: Travis Beard, President

Attest:

\_\_\_\_\_  
Missy Shelton, Clerk of the Council



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director of Public Works  
**DATE:** July 11, 2023  
**SUBJECT:** IN THE MATTER OF BID REJECTION FOR THE PACKAGE GENERATOR SYSTEM  
INSTALLATION AND LABOR & MATERIAL FOR TUPELO CITY HALL 2023-018PW -  
CW

---

**Request:**

Request for Bid Rejection - Package Generator System Installation and Labor & Material  
for Tupelo City Hall – 2023-018PW

The following 3 vendors submitted pricing –

Timmons Electric \$395,500.00

Warrington \$328,359.00

Liberty Electric \$330,493.00

\*\*Reason for Rejection – All quotes submitted exceed the original estimated construction budget  
of \$215,000.

Name	CR	Ins	Signed	ADD	Bid Amount
Timmons Electric	21683-MS		Principle		\$ 395,500.00
Warrington	09729-MS		Owner		\$ 328,359.00
Liberty Electric	20736-MC				\$ 330,493.00

**DOCUMENT 00301  
PROPOSAL**

Date: 6-28-2023

To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated May, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>375,500.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>

**TOTAL BID PRICE**

\$ 395,500.00

**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: 66 weeks from order date

An alternate Delivery Date of \_\_\_\_\_ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ \_\_\_\_\_ is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.



5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section  
Associated with EXCEPTION

Description of Exception

_____	_____
_____	_____
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051923

8542

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Timmons Electric Co. LLC

BY: Mike Timmons TITLE: OWNER

MAILING ADDRESS: 4855 Cliff DATE: 6-28-2023

Bookin Blvd TELEPHONE: 662-844-4053

Lupton, MS 38801 FAX: 662-620-0803

STREET ADDRESS: \_\_\_\_\_ EMAIL: brooke@timmonselectricMS.com

Mike@timmonselectricMS.com

PRINCIPAL CONTACT: Mike Timmons

TELEPHONE: 662-844-4053

EMAIL: Mike@timmonselectricMS.com

ALTERNATE CONTACT: Brooke Timmons

TELEPHONE: ~~662-790-5922~~ 662-844-4053

EMAIL: Same

END OF DOCUMENT

BID BOND  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299  
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY \*\*\*\*FASTBOND\*\*\*\*  
4855 CLIFF COOKIN BLVD  
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY  
P O BOX 4668  
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO MS

as Oblige, hereinafter called the Oblige, in the sum of 5% OF THE ACCOMPANYING BID

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for INSTALLATION OF ELECTRICAL GENERATOR

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

Signed and sealed this 28TH day of JUNE, 2023

*Nick Shuffield*  
Witness

TIMMONS ELECTRIC COMPANY *Mick Linn*  
Principal (Seal)  
OWNER  
Title

*[Signature]*  
Witness

OLD REPUBLIC SURETY COMPANY  
Surety (Seal)  
*Chris Gullledge*

ORSC 21328 (7-93)



8/8/26

*Jessie Carroll*  
6-28-23



# CERTIFICATE OF LIABILITY INSURANCE

Item # 14.

DATE (MM/DD/YYYY)

06/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802		<b>CONTACT NAME:</b> Kim Roberts <b>PHONE (A/C, No, Ext):</b> (662) 842-1321 <b>E-MAIL ADDRESS:</b> kroberts@renasant.com <b>FAX (A/C, No):</b> (662) 842-1433	
<b>INSURED</b> Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Tri-State Insurance Co of Minnesota 31003 <b>INSURER B:</b> Wesco Insurance Company 25011 <b>INSURER C:</b> Union Insurance Co. 25844 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

### COVERAGES

**CERTIFICATE NUMBER:** City of Tupelo 23

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

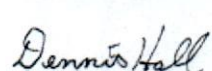
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ADV4474086	06/13/2023	06/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WWC3622820	01/08/2023	01/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OWNERS CONTRACTORS PROTECTIVE LIABILITY	Y		OCP4547934	05/03/2023	05/03/2024	EACH COMMON CAUS 1,000,000 AGGREGATE LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Construction of Restrooms at a City Pavillion, Fairpark at City Hall  
The Owner, City of Tupelo, is named as additional insured per policy form CG2062.

### CERTIFICATE HOLDER

### CANCELLATION

City of Tupelo 71 E Troy Street Tupelo MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



**Nixon Power Services**  
 326 Leggett Dr.  
 Richland, MS 39218  
 P: 833-777-6937

To: Contract Bidder

From: Sterling Robinson  
 Industrial Sales  
 Nixon Power Services  
 326 Leggett Drive  
 Jackson, MS 39218  
 P: 601-720-3481  
 sterling@nixonpower.com

**Generator**

**Kohler Model: 350REZXD**

This gas generator set equipped with a 4M4019 alternator operating at 277/480 volts is rated for 350kW/438 kVA.  
 Output amperage: 527

**Standard Features:**

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- EPA-Certified for Stationary Emergency Applications
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listings.
- The generator set accepts rated load in one step.
- The 60 Hz emergency generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two-and five-year extended warranties are also available.
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation (CCV) Filters
- Dual Fuel Reset Box (standard on dual fuel models)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Low Coolant Level Shutdown
- Oil Drain Extension
- Secondary Gas Solenoid Valve
- Three-Way Exhaust Catalyst

**Alternator Features:**

- The pilot-excited, permanent-magnet (PM) alternator provides superior short-circuit capability.
- The brushless, rotating-field alternator has broad range reconnectability.

**Other Features:**

- Natural gas is the primary fuel. Automatically transfers back to primary fuel when LP fuel becomes low or generator stops and restarts.
- The patented pending reset box on the generator provides the ability to manually transfer back to natural gas. The natural gas rating is available when running on natural gas.
- APM603 controller provides load shed for automatic derate to LP ratings to prevent an overload condition.

<b>Qty</b>	<b>Description</b>
	<b>350REZXD Generator System</b>
1	350REZXD Generator Set <b>Includes the following:</b> Literature Languages <span style="float: right;">English</span> Approvals and Listings <span style="float: right;">UL2200 Listing/cUL Genset List</span>





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	Approvals and Listings	IBC Seismic Certification
	Engine	350REZXD,24V,SINGLE FUEL,NG
	Nameplate Rating	Standby 130C Rise
	Voltage	60Hz, 277/480V, Wye, 3Ph, 4W
	Alternator	4M4019
	Cooling System	Unit Mounted Radiator, 50C
	Skid and Mounting	Skid
	Controller	APM603
	Enclosure Type	Sound
	Enclosure Material	Steel
	Enclosure Electrical Package	Basic Electrical Pkg, 1 Ph
	Enclosure Electrical Acc.	Wire Block Heater
	Enclosure Electrical Acc.	Wire Battery Charger
	Starting Aids, Installed	6000W,208V,1Ph,w/Valves
	Electrical Accy.,Installed	Battery, 2/12V, Wet
	Electrical Accy.,Installed	Battery Charger, 10A
	Electrical Accy.,Installed	Run Relay
	Electrical Accy.,Installed	Failure Relay w/Harness,1Fault
	Electrical Accy.,Installed	Generator Heater
	Rating, LCB 1 Right	15 Relay I/O Board
	Amps, LCB 1 Right	100% Rated
	Trip Type, LCB 1 Right	600
	LCB 1 Right Interrupt Rating	Electronic, LSI
	Rating, LCB 2 Right	35kA at 480V
	Amps, LCB 2 Right	80% Rated
	Trip Type, LCB 2 Right	600
	LCB 2 Right Interrupt Rating	Electronic, LSI
	Exceeds LTL Shipping Height	35kA at 480V
	Miscellaneous Accy,Installed	Add'l Shipping Charge Accepted
	Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
	Warranty	Coolant in Genset
	Testing, Additional	5 Year Comprehensive
	Total unit length in inches	Power Factor Test,0.8,3Ph Only
	Total unit width in inches	251
	Total unit height in inches	89
	Total unit weight (lbs)	107
	Weight/Dimensions Disclaimer *	15,050
	Kit, Filter, Fuel	Estimates-Not for Construction
1	Flexible Fuel Line	
1	RSA III, ATS Annunciator	



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## Automatic Transfer Switch

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### Kohler Model: KEP-DMTC-0800S-NK

3 Pole, 4 Wire, Solid Neutral, 800 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DMTC-0800S-NK, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

#### Standard Features

- UL 1008 Listed
- Service entrance rated switch incorporates an isolating mechanism and overcurrent protection on the utility side
- Fully enclosed silver alloy contacts provide high withstand rating
- 3-cycle short circuit current withstand-tested
- Completely separate utility and generator set power switching units provide redundancy and are easy to service
- Inherent stored-energy design prevents damage if manually switched while in service
- Heavy duty brushless gear motor and operating mechanism provide mechanical interlocking and extreme long life with minimal maintenance
- All mechanical and control devices are visible and readily accessible
- Padlockable service disconnect control switch
- Kohler Decision-Maker MPAC 1500 digital controller
- LCD display, 4 lines x 20 characters, backlit
- LED indicators: source available, transfer switch position, service required, not in auto
- Phase-to-phase sensing and monitoring with 0.5% accuracy on both sources
- Frequency sensing with 0.5% accuracy on both sources
- Anti-single phasing protection
- Programmable over and under voltage on both sources
- Programmable over and under frequency on both sources
- Adjustable time delays
- Time-based and current-based load control of nine individual loads (with appropriate I/O modules)
- Programmable transfer commit/no commit
- 21 programmable exercise events
- Fail-safe transfer for loaded test and exercise functions
- Two programmable inputs / two programmable outputs on main logic board
- RS-485 and Modbus RTU communications
- RJ-45 and Modbus TCP/IP communications

Qty	Description
1	ATS KEP Transfer Switch System KEP-DMTC-0800S-NK





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**Includes the following:**

Literature Languages	English
Mechanism	Service Entrance
Transition	Programmed
Logic	1500
Voltage	480V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 3R
Amps	800 Amps
Connection	Standard
ATS Utility Switching Device	MCCB ET 250-800A
ATS Generator Switching Device	MCSW 100-1200A
IBC Seismic Certification	IBC Seismic Certification
CSA Certification	None
Miscellaneous Acc.,Installed	Input/Output Module, Qty 1
Miscellaneous Acc.,Installed	Lockable User Interface Cover
Miscellaneous Acc.,Installed	Heater, MPAC
Warranty	5-YR COMPREHENSIVE

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**Distributor Start-Up**

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Standard startup with 4-hr load bank



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## Clarifications

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### Clarifications

#### **RELATED ITEMS NOT INCLUDED:**

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: Generator 64 – 66 weeks ARO; ATS 17 – 19 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.

### Distributor Startup & Freight

**A FACTORY TRAINED TECHNICIAN** shall perform startup inspection and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included and will be completed during normal business hours Monday through Friday 8:00 am to 5:00 pm. We can perform start-ups after hours and weekends at additional cost.

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

### Miscellaneous

Price subject to change if additional drawings or specification information becomes available.  
***Due to Market Volatility, pricing will be held for 30 Days.***



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## **STANDARD TERMS AND CONDITIONS OF SALE**

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

**1.Contract-** These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

**2.Service, Repair, Maintenance-** Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

**3.Quotations And Published Prices-** Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

**3b. SCOPE-** Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

**4.Taxes-** Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority



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determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

**5.Payment Terms-** Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

**6.Delivery-** While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

**7.Manufacturer's Limited Warranty-** The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

**8.Disclaimer Of Warranty-** LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event,



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regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

**9. Incidental, Consequential or Punitive Damages-** The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

**10. Technical Support-** It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

**11. Excuse Of Performance-** Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

**12. Changes-** Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

**13. Cancellation-** Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

**14. Default-** Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.



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**15. Buyer Acceptance-** Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

**16. Regulatory Laws and/or Standards-** The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

**17. Non-assignment-** No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

**18. Billable Services-** Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

**19. General Provisions-** These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

**20. Hours of Operation-** Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

**EXCLUSIONS:** The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.

Job Name: City of Tupelo



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- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.

**DOCUMENT 00500  
AGREEMENT**

THIS AGREEMENT is entered into as of the 28<sup>th</sup> day of June, 2023 between the **City of Tupelo** (hereinafter called Owner) and Warrington Building Services, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1. WORK**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Tupelo City Hall Natural Gas Generator Package System.**

**SECTION 2. ENGINEER/ARCHITECT**

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**SECTION 3. CONTRACT TIME**

3.1 Completion. The Work will be substantially completed on or before 5/27/24 for **Tupelo City Hall Natural Gas Generator Package System**, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before 5/27/24.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**SECTION 4. CONTRACT PRICE**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

<b>ITEM 1</b>	<b>Tupelo City Hall Natural Gas Generator Package System</b>	<b>\$ <u>271,427</u></b>
	<b>Authorized Contract Amendments</b>	<b>\$ <u>20,000.00</u></b>
<b>TOTAL CONTRACT PRICE -</b>		<b>\$ <u>291,427</u></b>

All specified allowances are included in the above price and have been computed in accordance with the General Conditions.



## SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

90% of Work completed

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

## SECTION 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## SECTION 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

## SECTION 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers 0 to 0, inclusive.
- (i) Contractor's Bid.
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

## SECTION 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreement sand obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

This Agreement will be effective on 6/28/23.

Owner: **City of Tupelo**

Contractor: Warrington Building Services, Inc

By: \_\_\_\_\_

By: Allen Warrington Sr. 

[Corporate Seal]

[Corporate Seal]

Attest: \_\_\_\_\_

Attest: Holland Myers HBCA My

Address for giving notice:

Address for giving notice:

71 East Troy Street

2528 Attala Road 1010

Tupelo, MS 38804

Kosciusko, MS 39090

License/Certificate No. 09729-MC

Agent for service of process: 

(If Owner is a public body attach )  
(evidence of authority to sign )  
(and resolution or other document )  
(authorizing execution. )

(If Contractor is a corporation )  
(attach evidence of authority )  
(to sign. )

END OF DOCUMENT

**DOCUMENT 00570  
WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned \_\_\_\_\_ has furnished to \_\_\_\_\_ material for use in the Tupelo City Hall Natural Gas Generator Package System project belonging to the City of Tupelo.

NOW THEREFORE, the undersigned \_\_\_\_\_ for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens, or right to claim or lien, on the above described Project and premises, under any law, common or statutory, on account of labor or material, or both, heretofore or hereafter furnished by the undersigned to or for the account of said \_\_\_\_\_ for said project.

Given under my (our) hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a notary public, in and for said State and County, hereby certify that

\_\_\_\_\_ whose name as \_\_\_\_\_ of

\_\_\_\_\_ is signed to the foregoing and who is  
(Name of Manufacturer, Materialman, or Subcontractor)

known to me, acknowledged before me on this day that he, with full authority, executed the foregoing instrument voluntarily for and as the act of said

\_\_\_\_\_  
(Name of Manufacturer, Materialman, or Subcontractor)

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00571  
AFFIDAVIT OF CONTRACTOR**

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn according to Law, deposes and says  
(Name of Affiant)  
that he is the \_\_\_\_\_ of \_\_\_\_\_, the  
(Title) (Name of Contractor)

Contractor, in a Construction Contract entered into between the Contractor and the City of Tupelo, the Owner, for the Tupelo City Hall Natural Gas Generator Package System, and that he is authorized to and does make this affidavit on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said Construction Contract.

Affiant further says that all persons who have furnished labor in connection with the construction of the facilities have been paid in full; that the names of all Manufacturers, Materialmen, and Subcontractors that furnished any material and/or services in connection with such construction and the kind or kinds of material and/or services so furnished are as listed hereinafter; and that the Contractor has delivered to the Owner duplicate waivers and releases of liens executed by all such Manufacturers, Materialmen, and Subcontractors.

\_\_\_\_\_  
(Signature of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_



**DOCUMENT 00610  
PERFORMANCE BONDS**

Contractor to provide a Performance Bond, executed on standard forms. Insert immediately following this page.

**DOCUMENT 00620  
PAYMENT BONDS**

Contractor to provide a Payment Bond, executed on standard forms. Insert immediately following this page.



**DOCUMENT 00650  
CERTIFICATES OF INSURANCE**

Insurance Certificates shall be provided and inserted immediately following this page.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

0 Item # 14.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Renasant Insurance, Inc. 101 North Madison St. P. O. Box 707 Kosciusko MS 39090	<b>CONTACT NAME:</b> Bradley Tyler <b>PHONE (A/C, No, Ext):</b> (662) 289-4621 <b>FAX (A/C, No):</b> (662) 289-3232 <b>E-MAIL ADDRESS:</b> btyler@renasant.com																					
<b>INSURED</b> Warrington Building Services, Inc. 2528 Atlanta Road 1010 Kosciusko MS 39090	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Union Insurance Co.</td> <td colspan="2" style="text-align: center;">25844</td> </tr> <tr> <td>INSURER B: Accident Fund Insurance Co of America</td> <td colspan="2" style="text-align: center;">10166</td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Union Insurance Co.	25844		INSURER B: Accident Fund Insurance Co of America	10166		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:** CL2362380257      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA4259740-49	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPA4259740-49	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CPA4259740-49	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AF WCP 100089865	02/20/2023	02/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Tupelo 71 East Troy Street  Tupelo MS 38804	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

Item # 14.

Licensed

WARRINGTON BUILDING SERVICES, INC.

09729-MC

Address	2528 ATTALA ROAD 1010 KOSCIUSKO, MS 39090 ATTALA County
Phone	(662)289-9930
Fax	(662)289-3274
Expiration	04/08/2024
Minority	Yes
First Issue	04/13/1994

Classification	Class(es)	Qualifying Name
ELECTRICAL WORK		HARVEY WARRINGTON JR.
MECHANICAL WORK		HARVEY WARRINGTON & H.W.,JR/STEVEN MYERS
<b>Officers (None)</b>		

**DOCUMENT 00301  
PROPOSAL**

Date: 6/27/23

To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated May, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>310,493.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			\$ <u>330,493.00</u>

**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: N/A Due to Lead-time on Generator 55 weeks approximately.

An alternate Delivery Date of \_\_\_\_\_ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ \_\_\_\_\_ is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Liberty Electric, LLC  
P.O. Box 293  
Nettleton, MS 38858

Item # 14.

# Quote

Date	Quote #
6/26/2023	364

Name / Address
City of Tupelo 71 East Troy Street Tupelo, Ms 38804

Rep	Project

Description	Qty	Total
Tupelo City Hall Natural Gas Generator Package System  This is a lock and key quote. It includes all labor, materials & equipment. This does NOT include the natural gas service (ATMOS) to the generator site. This quote does NOT include MS Sales Tax.  SCOPE OF WORK: ---Install GENERATOR PACKAGE: 350KW NATURAL GAS EPA CERTIFIED FOR STATIONARY EMERGENCY STANDBY 60HZ, 480 VOLT (WYE), 1800 RPM G21.9L, dG350-2, 350 KW W. FAN- NATURAL GAS UL2200 LISTING IBC SEISMIC FACTORY CERTIFICATION STANDARD ELECTRONIC GOVERNOR PUBLIC OR CIVIL SERVICES ALTERNATOR ANTI-CONDENSATION HEATER 105C TEMP RISE OVER 40C AMBIENT GAS REGULATOR- SHIP LOOSE UL2200 SOUND ATTENUATED LEVEL 1 OUTDOOR ENCLOSURE W/ INTERNAL SILENCER EMCP 4.2B DIGITAL CONTROL PANEL		310,493.00
<b>Total</b>		

Liberty Electric, LLC  
P.O. Box 293  
Nettleton, MS 38858

Quote # 14.

Date	Quote #
6/26/2023	364

Name / Address
City of Tupelo 71 East Troy Street Tupelo, Ms 38804

Rep	Project

Description	Qty	Total
OVERSIZED WET BATTERY 20A BATTERY CHARGER - INSTALLED OIL TEMP GAUGE AND SENDER VOLT FREE CONTACT BAFFLE KIT Shipped Loose ENCLOSURE SPARE GFCI OUTLET UL, 100% RATED 1ST CIRCUIT BREAKER: 600A LSI UL, 100% RATED 2ND CIRCUIT BREAKER: 450A LSI STD AIR CLEANER AIR FILTER RESTRICT INDICATOR LOCAL ANNUNCIATOR- NFPA99-110/CSA282 NFPA 99/110 REMOTE ANNUNCIATOR W/ MOUNTING BOX FACTORY TEST 0.8PF  Freight to Jobsite CAT Factory Test at 0.8 Power Factor UL2200 Listing Start-up Services with Building Test and Owner Training Spare Filters and Fuses 5 yr./ 2,500 hr. CAT "Platinum" Level Generator ESC (Warranty)- includes rental if repairs can't be made within 96 hrs.  AUTOMATIC TRANSFER SWITCH:		

**Total**

Liberty Electric, LLC  
P.O. Box 293  
Nettleton, MS 38858

Quote Item # 14.

Date	Quote #
6/26/2023	364

Name / Address
City of Tupelo 71 East Troy Street Tupelo, Ms 38804

Rep	Project

Description	Qty	Total
800 Amp, 3 Pole, Service Entrance Rated, Nema 3r w/ Heater & Thermostat  <b>NATURAL GAS INSTALLATION:</b> --The City of Tupelo will provide the natural gas service to the Generator & Liberty Electric will make up the final terminations.  <b>EXECUTION PROCESS:</b> - 1) Preliminary excavations will be made to install footers for generator & electrical inground vault. These excavations will be hydro-vac & not mechanically dug. This process will minimize collateral damage to under ground services. - 2) Conduit will be installed between transfer switch & generator. - 3) Generator pad will be formed & poured. - 4) Downtime will be scheduled in order to install transfer switch. This work will require 12 hours window to be done. We will be prepared to install on the weekend to minimize disruption in daily operations. - 5) Once generator is delivered onsite (by Caterpillar), Liberty Electric will unload & set generator unit onto the concrete base. - 6) When generator is set in place, the final electrical & gas terminations will be made.		
<b>Total</b>		

Liberty Electric, LLC  
 P.O. Box 293  
 Nettleton, MS 38858

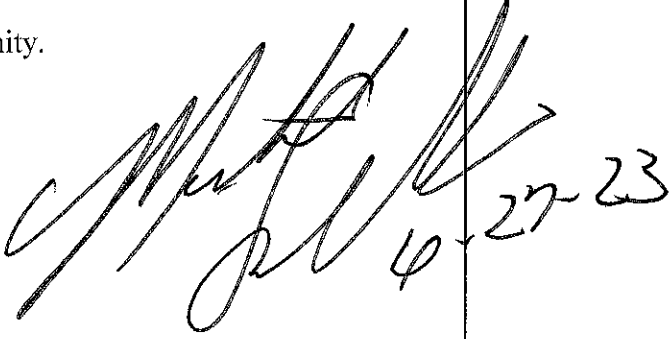
Item # 14.

# Quote

Date	Quote #
6/26/2023	364

Name / Address
City of Tupelo 71 East Troy Street Tupelo, Ms 38804

Rep	Project

Description	Qty	Total
<p>- 7) Start up &amp; commission (This will require a power disruption for only a few minutes).</p> <p>Generator &amp; Transfer Switch.....\$248,973.00            Labor.....\$26,300.00            Materials.....\$28,720.00            Equipment Rental.....\$6500.00</p> <p>*Note: There is a possibility that the existing service conductors can be re-used for this application. If so, please deduct \$4,500 from the base bid.</p> <p>ESTIMATE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.</p> <p>Thank you for the opportunity.</p> <div style="text-align: right; margin-top: 20px;">             6-27-23         </div>		
		0.00
<b>Total</b>		<b>\$310,493.00</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2023

Item # 14.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER
	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 18935
INSURED BEASLEY INSULATION INC 1010 TWENTY MILE BOTTOM RD MARIETTA, MS 38856-5940	163-899-8
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 65 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	6068786	07/20/2023	07/20/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COM/OP AGG \$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6068786	07/20/2023	07/20/2024	COMBINED SINGLE LIMIT (Ea. accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	6068787	07/20/2023	07/20/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	6068789	07/20/2023	07/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

163-899-8  
LIBERTY ELECTRIC  
PO BOX 293  
NETTLETON, MS 38858-0293

## CANCELLATION

65 0  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Nicholas R. Fowler*

# State of Mississippi

## BOARD OF CONTRACTORS

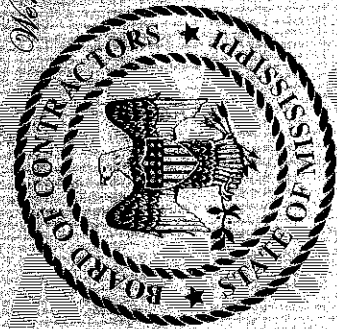
LIBERTY ELECTRIC OF NETTLETON MS, LLC  
P.O. BOX 293  
NETTLETON, MS 38858

ACTIVE

is duly registered and entitled to perform

ELECTRICAL WORK

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 9 day of Dec. 2022*



CERTIFICATE OF RESPONSIBILITY

No. 20736-MC

Expires Dec. 9, 2023

*Paul A. Carroll*

CHAIRMAN OF THE BOARD

**City of Tupelo  
Privilege Tax License**

POST IN A  
CONSPICUOUS  
PLACE

License Number  
**28938**

Business Name & Address: SULLIVAN, MITCH  
P. O. BOX 293  
NETTLETON, MS 38858

Issue Date: 10/01/2022  
Expire Date: 09/30/2023

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in

Business as: LIBERTY ELECTRIC LLC

Location:

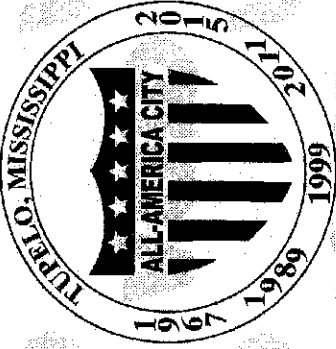
THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING  
DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI

Business  
License

*John Goble*  
Mayor

*Kim Hanna*  
City Clerk/Tax Collector

This License is NOT Transferable





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director  
**DATE:** July 13, 2023  
**SUBJECT:** IN THE MATTER OF BID APPROVAL FOR CITY PARK IMPROVEMENTS  
/ ARPA DRAINAGE PROJECT BID NO. 2023-028PW JULY 2023 - **CW**

---

**Request:**

Request to approve the bid for the City Park Improvements / ARPA Drainage Project Bid No. 2023-028PW

Eight bidders responded.

We request to award the project to the lowest and best bidder –

Hodges Construction - \$ 317,693.75



July 13, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT  
CITY PARK DRAINAGE IMPROVEMENTS  
BID NO. 2023-028PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Thursday, July 13, 2023 at 10:00 AM local time.

This project includes the removal and replacement of existing drainage pipe and related infrastructure within City Park. As represented on the attached tabulation of bids (two pages), eight bids were received for this project that ranged from \$317,693.75 - \$527,141.25 for this project. The low bid was from James A. Hodges Construction, Inc. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract in the amount of \$317,693.75 to James A. Hodges Construction, Inc for the referenced project, and authorize the Mayor to execute the contract per the conditions set forth in the Contact Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,  
DABBS CORPORATION

Dustin D. Dabbs, PE  
President

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

Attachment: Bid Tabulation

<a href="mailto:@dabbscorp">@dabbscorp</a>	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804

<b>BID TABULATION - BID NO. 2023-028PW</b> <b>CITY PARK DRAINAGE IMPROVEMENTS</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>BID DATE: 07/13/2023</b>											
<b>BASE BID</b>				<b>HODGES CONSTRUCTION</b>		<b>CIG CONTRACTORS</b>		<b>WEATHERS. CONSTRUCTION</b>		<b>PHILLIPS CONTRACTING</b>	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QNTY.</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	MOBILIZATION	LS	1	\$21,250.00	\$ 21,250.00	\$1,830.00	\$ 1,830.00	\$39,000.00	\$ 39,000.00	\$25,000.00	\$ 25,000.00
2	CLEARING & GRUBBING	LS	1	\$5,000.00	\$ 5,000.00	\$1,830.00	\$ 1,830.00	\$1,070.00	\$ 1,070.00	\$10,000.00	\$ 10,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	\$19.50	\$ 3,900.00	\$7.32	\$ 1,464.00	\$24.00	\$ 4,800.00	\$30.00	\$ 6,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	\$20.00	\$ 1,000.00	\$20.74	\$ 1,037.00	\$30.00	\$ 1,500.00	\$33.00	\$ 1,650.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	\$20.00	\$ 300.00	\$20.74	\$ 311.10	\$100.00	\$ 1,500.00	\$110.00	\$ 1,650.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	\$2,000.00	\$ 6,000.00	\$915.00	\$ 2,745.00	\$1,900.00	\$ 5,700.00	\$550.00	\$ 1,650.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	\$24.00	\$ 720.00	\$30.50	\$ 915.00	\$54.67	\$ 1,640.10	\$110.00	\$ 3,300.00
8	REMOVAL OF 30" RCP	LF	140	\$18.00	\$ 2,520.00	\$36.60	\$ 5,124.00	\$40.89	\$ 5,724.60	\$50.00	\$ 7,000.00
9	REMOVAL OF 42" RCP	LF	485	\$18.00	\$ 8,730.00	\$36.60	\$ 17,751.00	\$17.73	\$ 8,599.05	\$50.00	\$ 24,250.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	\$402.25	\$ 6,033.75	\$325.00	\$ 4,875.00	\$380.00	\$ 5,700.00	\$905.00	\$ 13,575.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$72.00	\$ 1,440.00	\$164.00	\$ 3,280.00	\$137.00	\$ 2,740.00	\$220.00	\$ 4,400.00
12	SAWCUTTING	LF	100	\$10.50	\$ 1,050.00	\$18.30	\$ 1,830.00	\$11.00	\$ 1,100.00	\$10.00	\$ 1,000.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	\$52.50	\$ 2,100.00	\$67.00	\$ 2,680.00	\$78.50	\$ 3,140.00	\$60.00	\$ 2,400.00
14	BORROW EXCAVATION	CY	50	\$24.00	\$ 1,200.00	\$25.00	\$ 1,250.00	\$30.00	\$ 1,500.00	\$25.00	\$ 1,250.00
15	48" HDPE DRAINAGE PIPE	LF	140	\$132.00	\$ 18,480.00	\$284.00	\$ 39,760.00	\$170.71	\$ 23,899.40	\$205.00	\$ 28,700.00
16	60" RCP DRAINAGE PIPE	LF	485	\$298.00	\$144,530.00	\$420.00	\$203,700.00	\$346.68	\$168,139.80	\$325.00	\$157,625.00
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	\$12,980.00	\$ 38,940.00	\$13,688.00	\$ 41,064.00	\$12,111.00	\$ 36,333.00	\$10,500.00	\$ 31,500.00
18	3' X 3' CAST IRON GRATE	EA	3	\$1,750.00	\$ 5,250.00	\$1,537.00	\$ 4,611.00	\$1,133.33	\$ 3,399.99	\$500.00	\$ 1,500.00
19	CONCRETE, CLASS B	CY	5	\$1,500.00	\$ 7,500.00	\$366.00	\$ 1,830.00	\$885.00	\$ 4,425.00	\$1,500.00	\$ 7,500.00
20	CONNECT TO EXISTING PIPES	EA	5	\$2,000.00	\$ 10,000.00	\$366.00	\$ 1,830.00	\$647.00	\$ 3,235.00	\$2,000.00	\$ 10,000.00
21	SOLID SODDING	SY	3000	\$4.35	\$ 13,050.00	\$6.00	\$ 18,000.00	\$15.17	\$ 45,510.00	\$10.00	\$ 30,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	\$4,125.00	\$ 4,125.00	\$2,500.00	\$ 2,500.00	\$1,950.00	\$ 1,950.00	\$5,000.00	\$ 5,000.00
23	EROSION CONTROL	LS	1	\$4,575.00	\$ 4,575.00	\$1,220.00	\$ 1,220.00	\$2,050.00	\$ 2,050.00	\$10,000.00	\$ 10,000.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
<b>GRAND TOTAL</b>				<b>\$ 317,693.75</b>		<b>\$ 371,437.10</b>		<b>\$ 382,655.94</b>		<b>\$ 394,950.00</b>	

<b>BID TABULATION - BID NO. 2023-028PW</b> <b>CITY PARK DRAINAGE IMPROVEMENTS</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>BID DATE: 07/13/2023</b>											
				TOWNES CONSTRUCTION		ENSCOR, LLC		COLOM CONSTRUCTION		PAUL SMITHEY CONTRUCTION	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$31,927.55	\$ 31,927.55	\$7,800.00	\$ 7,800.00	\$35,000.00	\$ 35,000.00	\$21,300.00	\$ 21,300.00
2	CLEARING & GRUBBING	LS	1	\$3,000.00	\$ 3,000.00	\$15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00	\$10,650.00	\$ 10,650.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	\$45.00	\$ 9,000.00	\$40.00	\$ 8,000.00	\$40.00	\$ 8,000.00	\$85.20	\$ 17,040.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	\$15.00	\$ 750.00	\$20.00	\$ 1,000.00	\$25.00	\$ 1,250.00	\$127.80	\$ 6,390.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	\$55.00	\$ 825.00	\$20.00	\$ 300.00	\$25.00	\$ 375.00	\$127.80	\$ 1,917.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	\$3,000.00	\$ 9,000.00	\$1,000.00	\$ 3,000.00	\$1,000.00	\$ 3,000.00	\$6,390.00	\$ 19,170.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	\$40.00	\$ 1,200.00	\$10.00	\$ 300.00	\$50.00	\$ 1,500.00	\$10.65	\$ 319.50
8	REMOVAL OF 30" RCP	LF	140	\$40.00	\$ 5,600.00	\$50.00	\$ 7,000.00	\$20.00	\$ 2,800.00	\$85.20	\$ 11,928.00
9	REMOVAL OF 42" RCP	LF	485	\$60.00	\$ 29,100.00	\$50.00	\$ 24,250.00	\$30.00	\$ 14,550.00	\$106.50	\$ 51,652.50
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	\$350.00	\$ 5,250.00	\$300.00	\$ 4,500.00	\$450.00	\$ 6,750.00	\$372.75	\$ 5,591.25
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$54.00	\$ 1,080.00	\$150.00	\$ 3,000.00	\$145.00	\$ 2,900.00	\$170.40	\$ 3,408.00
12	SAWCUTTING	LF	100	\$25.00	\$ 2,500.00	\$10.00	\$ 1,000.00	\$20.00	\$ 2,000.00	\$18.11	\$ 1,811.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	\$90.00	\$ 3,600.00	\$80.00	\$ 3,200.00	\$80.00	\$ 3,200.00	\$95.85	\$ 3,834.00
14	BORROW EXCAVATION	CY	50	\$25.00	\$ 1,250.00	\$40.00	\$ 2,000.00	\$27.00	\$ 1,350.00	\$26.63	\$ 1,331.50
15	48" HDPE DRAINAGE PIPE	LF	140	\$168.32	\$ 23,564.80	\$180.00	\$ 25,200.00	\$239.00	\$ 33,460.00	\$175.73	\$ 24,602.20
16	60" RCP DRAINAGE PIPE	LF	485	\$361.98	\$ 175,560.30	\$430.00	\$ 208,550.00	\$484.00	\$ 234,740.00	\$378.08	\$ 183,368.80
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	\$15,642.44	\$ 46,927.32	\$10,834.00	\$ 32,502.00	\$9,500.00	\$ 28,500.00	\$23,430.00	\$ 70,290.00
18	3' X 3' CAST IRON GRATE	EA	3	\$2,000.00	\$ 6,000.00	\$1,500.00	\$ 4,500.00	\$1,500.00	\$ 4,500.00	\$1,597.50	\$ 4,792.50
19	CONCRETE, CLASS B	CY	5	\$500.00	\$ 2,500.00	\$1,000.00	\$ 5,000.00	\$2,700.00	\$ 13,500.00	\$1,597.50	\$ 7,987.50
20	CONNECT TO EXISTING PIPES	EA	5	\$500.00	\$ 2,500.00	\$1,000.00	\$ 5,000.00	\$1,000.00	\$ 5,000.00	\$3,195.00	\$ 15,975.00
21	SOLID SODDING	SY	3000	\$6.00	\$ 18,000.00	\$7.00	\$ 21,000.00	\$10.00	\$ 30,000.00	\$14.91	\$ 44,730.00
22	TEMPORARY FENCING / BARRIER	LS	1	\$1,500.00	\$ 1,500.00	\$3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00	\$6,390.00	\$ 6,390.00
23	EROSION CONTROL	LS	1	\$4,800.00	\$ 4,800.00	\$2,500.00	\$ 2,500.00	\$15,000.00	\$ 15,000.00	\$2,662.50	\$ 2,662.50
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
<b>GRAND TOTAL</b>				<b>\$ 395,434.97</b>		<b>\$ 398,102.00</b>		<b>\$ 477,375.00</b>		<b>\$ 527,141.25</b>	

Name	CR	BID BOND	Signed	ADD	Bid Amount	NON-COLLUSION
PAUL SMITHEY	04370-MC	GRAY CASUALTY	PRES	BOTH	\$ 527,141.25	PRES
COLUM CONTR	05993-MC	WESTERN SURETY	PRES	BOTH	\$ 477,375.00	PRES
WEATHERS	08286-MC	FIDELITY	VP	BOTH	\$ 382,655.94	VP
CIG	02738-MC	TRAVELERS	PRES	BOTH	\$ 371,437.10	PRES
HODGES	03510-MC	GRAY CASUALTY	PRES	BOTH	\$ 317,693.75	PRES
ENSCOR	12345-MC	TRAVELERS	PRES	BOTH	\$ 398,102.00	PRES
TOWNES	07443	GRANITE	PRES	BOTH	\$ 395,434.97	PRES
PHILLIPS	0229-MC	FIDELITY	PRES	BOTH	\$ 394,950.00	PRES



# Minute Entry Sign Up Sheet

Date: 7/13/2023

Time: 10:00

Bid # 2023-028PW

Department: PW

Project: City Park Drainage

Attendance

Company

Stephen Reed	COT
Chuck Williams	PW
Dustin Dehls	Dahls Corp.
Ben Hunter	ICM
Chad Rankin	Hedges
Felix Rutledge	Hedges
Justin Piskley	Phillips Contracting
Russell Stewart	CIG
Shyne Baker	ICM
Robby Sandlin	ICM
SHAWN GRAY	TOWERS PERIST CO.
Brian Smith	ENSCOPE, LLC
Josh Griggs	fw
Paul Logan	COT
Trac Dillard	COT

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

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

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

a corporation duly organized under the laws of the State of LA  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo, MS

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City Park Drainage Improvements

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

Signed and sealed this 12th day of July, 2023

Robin Rodgers  
(Witness)

James A. Hodges Construction Inc.  
(Principal)

By: [Signature]



Lauri Lador  
(Witness)



The Gray Casualty & Surety Company  
(Surety)

By: Fielden Mitts  
Attorney-in-Fact Fielden Mitts  
(Title)

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

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

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

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 26<sup>th</sup> 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 12<sup>th</sup> day of September, 2011.



By:

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

Attest:

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



State of Louisiana

ss:

Parish of Jefferson

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



*Lisa S. Millar*

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

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of July, 2023.



*Mark S. Manguno*

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

**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: June 20, 2023

NUMBER: 2 DATE: July 10, 2023

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$21,2050.00	\$21,250.00
2	CLEARING & GRUBBING	LS	1	\$5,000.00	\$5,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	\$19.50	\$3,900.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	\$20.00	\$1,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	\$20.00	\$300.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	\$2,000.00	\$6,000.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	\$24.00	\$720.00
8	REMOVAL OF 30" RCP	LF	140	\$18.00	\$2,520.00
9	REMOVAL OF 42" RCP	LF	485	\$18.00	\$8,730.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	\$402.25	\$6,033.75
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$72.00	\$1,440.00
12	SAWCUTTING	LF	100	\$10.50	\$1,050.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	\$52.50	\$2,100.00
14	BORROW EXCAVATION	CY	50	\$24.00	\$1,200.00
15	48" HDPE DRAINAGE PIPE	LF	140	\$132.00	\$18,480.00
16	60" RCP DRAINAGE PIPE	LF	485	\$298.00	\$144,530.00
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	\$12,980.00	\$38,940.00
18	3' X 3' CAST IRON GRATE	EA	3	\$1,750.00	\$5,250.00
19	CONCRETE, CLASS B	CY	5	\$1,500.00	\$7,500.00
20	CONNECT TO EXISTING PIPES	EA	5	\$2,000.00	\$10,000.00
21	SOLID SODDING	SY	3000	\$4.35	\$13,050.00
22	TEMPORARY FENCING / BARRIER	LS	1	\$4,125.00	\$4,125.00
23	EROSION CONTROL	LS	1	\$4,575.00	\$4,575.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>\$317,693.75</b>

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

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

SIGNATURE: 

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

(SEAL)  
IF BY CORPORATION

ADDRESS: James A Hodges Construction, Inc,  
1281A CR 811  
Saltillo, MS 38866  
PHONE NUMBER: 662-842-8538



D-4b



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

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

individually, and in my capacity as President  
(title)

of James A Hodges Construction, Inc,  
(name of firm, partnership, limited liability company, or corporation.)

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

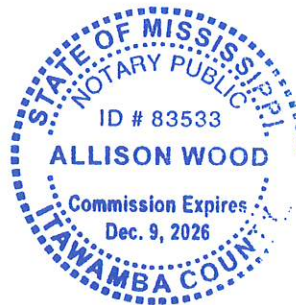
(a) That James A Hodges Construction, Inc., Bidder on the "CITY PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this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

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

Signature [Handwritten Signature]

Title PRESIDENT

(SEAL)  
Sworn before me this 12<sup>th</sup> day of July, 2023.  
Allison Wood, Notary Public  
My commission expires December 9, 2026



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

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

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

individually, and in my capacity as President  
(title)

of James A Hodges Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

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

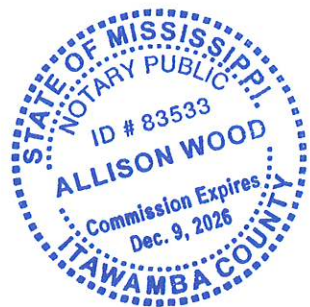
Signature *James A Hodges*

Title PRESIDENT

(SEAL)  
Sworn before me this 12<sup>th</sup> day of July, 2023.

*Allison Wood*, Notary Public

My commission expires December 9, 2026



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END OF SECTION

# CONTRACT DOCUMENTS AND SPECIFICATIONS

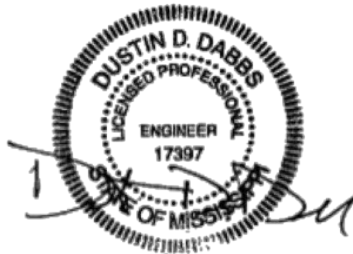
FOR

***BID No. 2023-028PW***  
**CITY PARK**  
**DRAINAGE IMPROVEMENTS**

**Tupelo Public Works Department**  
**City of Tupelo, Mississippi**



**MAY 2023**



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

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**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS**

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**SECTION A**  
**ADVERTISEMENT FOR BIDS**

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## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, July 13, 2023** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*CITY PARK DRAINAGE IMPROVEMENTS*", **Bid No. 2023-028PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of drainage improvements to include removal and replacement of existing drainage pipes, concrete inlets and related infrastructure located adjacent to existing City Park baseball fields within the City of Tupelo. The work will include removal of asphalt pavement, concrete sidewalk, excavation, concrete inlets, etc. in order to remove existing 30" RCP and 42" RCP drainage pipes adjacent to and within the existing baseball fields. The contractor will be required to replace the existing infrastructure, which includes the installation of approximately 140 LF 48" HDPE drain pipe, 485 LF of 60" RCP, three concrete grate inlets, sidewalks/walking trails, etc. in order to provide improved collection, conveyance and capacity in the existing drainage system. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the, Project Drawings, General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **45** consecutive calendar days.

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

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

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

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

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

**CITY OF TUPELO, MISSISSIPPI**

BY:     s/b Traci Dillard      
**TRACI DILLARD, City Purchasing Clerk**

*Publish Dates: 06/13/2023 and 06/20/2023 in the NE Mississippi Daily Journal.*

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**SECTION B**  
**INFORMATION TO BIDDERS**

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**INFORMATION FOR BIDDERS**

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

- A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, July 13, 2023** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*CITY PARK DRAINAGE IMPROVEMENTS*", **Bid No. 2023-028PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).
- B. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org).**

2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
1. Bid for construction of: "**CITY PARK DRAINAGE IMPROVEMENTS**"
  2. Certificate of Responsibility No. \_\_\_\_\_.
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

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

4. **Addenda and Interpretations:**

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

5. **Certificate of Responsibility Number:**

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

6. **Notice to Nonresident Bidders:**

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

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

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

relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

12. **Public Access / Public Safety:** IT SHALL BE THE REPOSIBILITY OF THE CONTRACTOR TO UNDERSTAND THE PROXIMITY OF THE IMPROVEMENTS FALL WITHIN AN EXISTING PUBLIC PARK FACILITY THAT IS VISITED BY PEDESTRIANS DAILY. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE TEMPORARY FENCING, OR SOME FORM OF ADEQUATE BARRIER TO BE APPROVED BY THE OWNER, AROUND CONSTRUCTION WORK AREAS IN ORDER TO PROTECT THE PUBLIC/PEDESTRIANS DURING THE TERM OF THE PROPOSED IMPROVEMENTS. ACCESS TO PEDESTRIANS SHALL BE RESRICTED AT ALL TIMES BY THE CONTRACTOR AND FENCING/BARRIERS SHALL BE REQUIRED AT NIGHT/NON-WORK TIMES AS WELL TO PREVENT ACCESS TO TRENCHES, EQUIPMENT, ETC. THAT IMPACT PUBLIC SAFETY.
13. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
14. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
15. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
16. **Non-Collusion Affidavit:** CONTRACTOR must complete (**in duplicate**) the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
  - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are



to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

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

Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.

b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.
23. **Issuance of "Notice to Proceed":** Should the Contract is awarded, the OWNER will issue the  
"

**SECTION C**  
**GENERAL CONDITIONS OF WORK**

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## SECTION C – GENERAL CONDITIONS OF WORK

### CITY OF TUPELO PUBLIC WORKS DEPARTMENT

**DATE:** May 30, 2023

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

**PROJECT:** CITY PARK DRAINAGE IMPROVEMENTS – BID NO. 2023-028PW

The Contract Documents also include an official set of construction plans/project drawings to graphically represent the proposed improvements that shall be provided by the Contractor for this project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be in regards to the specific Project Drawings issued for this project by the Engineer. The Scope of Work shall not supersede the Project Drawings or Technical Specifications but shall provide a supplement to the conditions that are included in the proposed project.

#### GENERAL PROJECT INFORMATION

Generally, this contract is to provide the labor, equipment and materials as necessary to provide the work as described herein. Drawings of the proposed project area and proposed improvements are provided as an Attachment to and made part of the Contract Documents for this project. Materials and supplies provided by the Contractor shall be in accordance with the Project Drawings, Technical Specifications and applicable local, state and federal guidelines associated with providing the specified items on the Bid Form.

Work on the project shall consist of providing the items included on the bid form and all other necessary work, including incidentals, required to provide a complete project in accordance with the directives included herein, the Project Drawings, Technical Specifications, manufacturer’s material recommendations and all applicable local, state and federal guidelines associated with the types of work required for completing the proposed improvements. If there is not a pay item associated with a specific type of work or material that is required for providing the necessary improvements, then such work and/or materials shall be provided by the Contractor and shall be absorbed into other pay items that are included on the bid form. No additional or separate payment shall be provided by the Owner for providing the labor, materials, work, etc. as required to meet the project requirements related to the improvements specified herein.

#### PROJECT AREA

All proposed project work related to this contract shall be within the Tupelo City Limits located within or immediately adjacent to City Park. The project area shall be confined to the city property of City Park and the existing City Park baseball fields and sidewalks / driveway as shown on the project

drawings. All proposed improvements shall be located within the City of Tupelo property, including City Park and local street rights-of-way (ROW). The contractor shall not be authorized by the Owner to access or utilize any other portions of the park or any private property. If the contractor utilizes any other public or private property during this project, the contractor shall be responsible for obtaining the necessary written permission as required for access/use from respective property owners. Upon the completion of the delivery of concrete to each project site, the City shall provide a place for the wash out and cleanup of Contractor's equipment. The contractor shall not be permitted to wash out concrete or other materials into ditches, storm drains, drainage ways, etc. or along areas of the Park that are not approved by the Owner.

#### PROJECT PAY ITEMS

1. **MOBILIZATION:** The contractor shall include a lump sum price for the delivery and removal of project equipment and materials that are required for the project. If necessary, other incidental materials, equipment, work, etc. that is not specifically defined or for which a specific pay item is not included may be absorbed into the lump sum price for this pay item. Payment shall be made in accordance with the format defined in the Specifications.
2. **CLEARING & GRUBBING:** The contractor shall remove the necessary vegetation along the existing drainage ditch in order to access the inlet/outlet locations of the existing and proposed drainage pipes. The contractor shall only clear what is necessary to provide the work as defined in the contract documents, including drawing and specifications. Erosion control measures should be installed prior to any activities that will disturb the existing soils.
3. **REMOVE & REPLACE CHAIN LINK FENCE:** The contractor shall be required to remove existing chain link fencing on the perimeter of the baseball fields in order to complete the proposed drainage improvements. The contractor shall utilize the areas where fencing is removed in order to access the portion of the project site that lies in the baseball field itself. The removed sections will be re-installed by the contractor following the other proposed project improvements. If the contractor damages the existing iron fencing during the removal work or transport, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner. Once the project is complete, the contractor shall bring the removed fence sections back to the project site and re-install the chain link fencing to a condition equal to or better than pre-construction conditions. If new posts are required for installation, any associated costs for re-installation shall be absorbed into this pay item as part of the unit price on the Bid Form. If the contractor damages the existing fencing during the transport or re-installation, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner.
4. **REMOVAL OF ASPHALT PAVEMENT:** The contractor shall sawcut, remove and dispose of existing asphalt pavement as required to provide the drainage removal and installation work defined in the Contract Documents. Removal of existing asphalt pavement shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials

associated the removal of the existing asphalt pavement shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.

5. REMOVAL OF CONCRETE SIDEWALK: If required in order to remove the existing pipe culverts, the contractor shall sawcut, remove and dispose of existing concrete sidewalks as required to provide the other removal and installation work defined in the Contract Documents. Removal of existing concrete sidewalk shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials associated the removal of the existing concrete sidewalk shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
6. REMOVAL OF EXISTING CONCRETE INLETS: The contractor shall remove three (3) existing drainage inlets with cast iron grates as identified on the Project Drawings. Any work, equipment or materials associated the removal of the existing inlets shall be an absorbed cost included as part of this pay item on the Bid Form. This includes disconnecting the existing pipes from inlet and disposal of the existing concrete materials.
7. REMOVAL OF EXISTING RIP-RAP: The contractor shall remove and dispose of existing rip-rap located near the existing concrete inlet at the downstream end of the project limits. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
8. REMOVAL OF 30" RCP: The contractor shall remove and dispose of existing 30" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
9. REMOVAL OF 42" RCP: The contractor shall remove and dispose of existing 42" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
10. ASPHALT PAVEMENT / WALKING TRACK: The contractor shall replace the asphalt pavement walking track removed from the project site and shall match existing adjacent paved walking track.
11. CONCRETE SIDEWALK, MATCH EXISTING: The contractor shall replace the concrete sidewalks removed from the project site and shall match existing adjacent sidewalk.
12. SAWCUTTING: This pay item shall be utilized for sawcut joints to existing asphalt pavement and existing concrete curb / sidewalks as required for the removal and replacement of these items as necessary to perform the proposed pipe and inlet installation. The existing roadway, parking lot, curb and sidewalk shall be cut in straight lines/edges prior to the removal of these

items so that the contractor shall replace the pavement, curb & sidewalk to clean edges to provide the best possible match to existing infrastructure.

13. CRUSHED STONE BASE MATERIAL: The contractor shall provide and install crushed stone as required to provide bedding/backfill for the proposed drainage pipe installation. Bedding/backfill shall be placed per the requirements included on the trench installation detail sheet in the project drawings and as approved by the Owner.
14. BORROW EXCAVATION: The contractor shall stockpile and utilize existing soils removed from the project site as backfill around the proposed pipes, inlets, etc. and to fill in voids/sinkholes, etc. as necessary for finished grading. This related excavation work shall be absorbed into other pay items related to the removal and installation of drainage pipes. In addition, the contractor shall be required to provide and place borrow material as directed by the Engineer if existing soils are not suitable for placement under paved areas.
15. 48" HDPE DRAINAGE PIPE: Following the removal of the existing drain pipes, the contractor shall provide and install new 48" HDPE drainage pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
16. 60" RCP DRAINAGE PIPE: Following the removal of the existing drain pipes, the contractor shall provide and install new 60" reinforced concrete pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
17. REINFORCED CONCRETE INLET: The contractor shall provide and install new reinforced concrete inlets as identified on the Project Drawings. Reinforced concrete inlets shall be paid for as a whole finished unit and may be pre-cast or cast-in-place by the contractor. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
18. 3' X 3' CAST IRON GRATE: The contractor shall provide and install a new ADA compliant cast iron grate with maximum 3/8" gaps on the proposed reinforced concrete inlet as identified on the project drawings. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
19. CONCRETE, CLASS B: This pay item shall be utilized for installing concrete pipe collars as required to make connections to existing pipes and for setting fence posts as required to re-



install the existing chain link fencing. No separate payment shall be made using this pay item for other items (i.e. junction box, inlets, curb, sidewalk, etc.) listed on the bid form.

20. CONNECT TO EXISTING PIPES: The contractor shall provide the connection to the new pipes at the unit price included on the bid form for this pay item. This price shall include all incidentals, labor, equipment, materials, etc. required to provide the connection in the field. If concrete is required to make the connection, then the contractor shall be paid separately for the concrete per the unit price listed on the bid form for the "Concrete, Class B" pay item at each connection.
21. SOLID SODDING: The contractor shall provide and install grass sodding to match the existing grass type in the property of the park. This work shall include watering, finish grading, etc. as required to install the sodding in a manner that promotes positive drainage and that matches the adjacent grades. No separate payment will be made for incidental work, equipment, materials, etc. required to provide and install the sodding as required for final approval and acceptance of the Owner.
22. EROSION CONTROL: The contractor shall be required to provide and implement and erosion control plan prior to and during the project. All design, permitting, installation, maintenance of erosion control measures shall be included as part of this pay item, including the development of the Small Construction Notice of Intent (SCNOI), SWPPP, Erosion Control Plan as required per MDEQ standards for small construction projects.

All proposed pipes and inlets shall be backfilled and bedded as required in the technical specifications and/or per the recommendations of the material manufacturer. The connection of existing pipes to the new inlets and the connection of new pipes to new inlets shall be an absorbed cost and shall be provided by the contractor to meet any applicable specifications at no additional cost to the Owner, with the exception of the "Concrete, Class B" pay item that shall be utilized as required to make the necessary connections.

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

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**SECTION D**  
**BID FORM AND BIDDERS CERTIFICATES**

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**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1		
2	CLEARING & GRUBBING	LS	1		
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200		
4	REMOVAL OF ASPHALT PAVEMENT	SY	50		
5	REMOVAL OF CONCRETE SIDEWALK	SY	15		
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3		
7	REMOVAL OF EXISTING RIP-RAP	SY	30		
8	REMOVAL OF 30" RCP	LF	140		
9	REMOVAL OF 42" RCP	LF	485		
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15		
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20		
12	SAWCUTTING	LF	100		
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40		
14	BORROW EXCAVATION	CY	50		
15	48" HDPE DRAINAGE PIPE	LF	140		
16	60" RCP DRAINAGE PIPE	LF	485		
17	REINFORCED CONCRETE INLET	EA	3		
18	3' X 3' CAST IRON GRATE	EA	3		
19	CONCRETE, CLASS B	CY	5		
20	CONNECT TO EXISTING PIPES	EA	5		
21	SOLID SODDING	SY	3000		
22	EROSION CONTROL	LS	1		
<b>TOTAL</b>					

D-4a



**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

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

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_

and (check and complete one):

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
(name of person signing affidavit)

individually, and in my capacity as \_\_\_\_\_  
(title)

of \_\_\_\_\_  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
(name of person signing affidavit)

individually, and in my capacity as \_\_\_\_\_  
(title)

of \_\_\_\_\_  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

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

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**SECTION E**

**BID BOND**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ hereinafter called  
"Surety",  
(Name of Surety)

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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

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

\_\_\_\_\_  
Principal (L.S.) \_\_\_\_\_  
Surety

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

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

**SECTION F**

**CONTRACT**

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**CONTRACT**

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of "**CITY PARK DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **45** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. This Agreement
  - B. Instruction to Bidders
  - C. Signed Copy of Proposal Form and Bidder's Certificate
  - D. Executed Non-Collusion Form and Compliance Statements
  - E. Executed Performance and Payment Bond
  - F. NSPE General Conditions
  - G. Special Contract Provisions
  - H. DRAWINGS prepared by **DABBS CORPORATION** and dated **MAY 2023**.
  - I. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **MAY 2023**.
  - J. ADDENDA:
    - No. \_\_\_\_ Dated \_\_\_\_\_
    - No. \_\_\_\_ Dated \_\_\_\_\_
    - No. \_\_\_\_ Dated \_\_\_\_\_
    - No. \_\_\_\_ Dated \_\_\_\_\_
  - L. All federal government conditions, specifications, regulations and requirements bound herein.
6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:

- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ **300.00** as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of **\$300.00** for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.
11. Attached hereto and made a part of this Contract is the "American Rescue Plan Act (ARPA) Mandatory Addendum" (9 pages) dated June 5, 2023. The attached addendum shall be signed by the Contractor and executed by the City.



12. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ \_\_\_\_\_ ) \_\_\_\_\_  
(not less than one hundred percent of Contract amount)

13. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

**CITY OF TUPELO, OWNER**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

(SEAL)

**CONTRACTOR**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

(SEAL)

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

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

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

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

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

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

Acknowledged and agreed:

\_\_\_\_\_  
CITY  
Date:

\_\_\_\_\_  
CONTRACTING PARTY  
Date:

## **American Rescue Plan Act (ARPA) Mandatory Addendum (6-5-2023)**

### **Compliance with Federal Law, Regulations and Executive Orders**

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

### **Equal Opportunity Clause**

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

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

of Labor.

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

**Provided**, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Minority and Women Business Enterprises**

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

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

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

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited

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

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org) You should receive a confirmation to retain in order to demonstrate proof of compliance.

#### **Copeland “Anti-Kickback” Act**

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

#### **Contract Work Hours and Safety Standards Act**

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

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Clean Air Act and Federal Water Pollution Control Act**

#### *Clean Air Act*

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

#### *Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations



issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

### **Debarment and Suspension**

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

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

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

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

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

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

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

### **Procurement of Recovered Materials**

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

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

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

### **Access to Records**

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

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

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

### **No Obligation by Federal Government**

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

### **Program Fraud and False or Fraudulent Statements or Related Acts**

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

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

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

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

such equipment.

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

### **Publications**

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

### **Increasing Seat Belt Use in the United States**

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

### **Reducing Text Messaging While Driving**

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

**BYRD ANTI-LOBBYING  
AMENDMENT**

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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**SECTION G**  
**PERFORMANCE & PAYMENT BOND**

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**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR \_\_\_\_\_

LOCATED IN THE COUNTY OF \_\_\_\_\_, STATE OF MISSISSIPPI,

Know all men by these presents: that we, \_\_\_\_\_  
( Contractor )

( hereinafter "Principal" ), a \_\_\_\_\_

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

and \_\_\_\_\_  
( Surety )

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

\_\_\_\_\_

( \$ \_\_\_\_\_ ) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by

the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

(Contractors) Principal	Surety
By _____	By _____ (Signature) Attorney in Fact
	Address: _____ _____
Title _____ (Contractor's Seal)	_____ (Printed) Mississippi Agent _____ (Signature) Mississippi Agent Address: _____ _____ _____ (Surety Seal)
	Mississippi Insurance ID Number

**END OF SECTION**

**SECTION H**  
**CERTIFICATE OF SUFFICIENCY**

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**CERTIFICATE OF SUFFICIENCY**

I, \_\_\_\_\_, Chief Legal Officer for **TUPELO, MISSISSIPPI** do hereby certify that I have examined the agreement, contract bonds and evidence of insurance offered by the Contractor for the **“CITY PARK DRAINAGE IMPROVEMENTS”** project and I am of the opinion that each of the aforesaid documents is adequate and sufficient and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said documents on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**SECTION I**

**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.



27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is *evidence* that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### 3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
  
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - 1. A Field Order;
  - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  - 3. Engineer's written interpretation or clarification.

### 3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
  
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
  
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.



- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all such information and data;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents;
    - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
    - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members,

partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);



5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
  - C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
  - D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
  - E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary

Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in

accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

### 6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a

proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
  - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
  - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
  - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
  - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.



- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 Use of Site and Other Areas

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

## 6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.



## 6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### 7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

**ARTICLE 8 – OWNER’S RESPONSIBILITIES**8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

#### 10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).



- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such

losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
  1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.



### 13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored

elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 Progress Payments

#### A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety,

and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## 14.07 Final Payment

### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. *Payment Becomes Due:*



1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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**SECTION J**  
**PROJECT SUPPLEMENTAL GENERAL CONDITIONS**

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**SECTION J.1**  
**PROJECT SPECIAL CONDITIONS**

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**SECTION J.1**  
**SPECIAL CONDITIONS**

1-01 GENERAL

- A. The following Special Conditions consist of special requirements which shall apply to this project and to the CONTRACTOR executing the work.
- B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG or SRF General Conditions if any found elsewhere herein.
- C. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- D. Protect the finished work from damage and loss resulting from carelessness or by reason of the elements and from all other causes until the entire work is completed and accepted. The work is entirely at the CONTRACTOR'S risk. The OWNER assumes no responsibility or obligation whatsoever for damage or loss to the work.
- E. At all times protect existing work and adjacent property. Correct all damage thereto caused by construction operations of the CONTRACTOR'S employees at the expense of the CONTRACTOR, and to the complete satisfaction of the OWNER and ENGINEER.
- F. **CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT.** The CONTRACTOR shall be responsible for providing Safety equipment and or methods necessary for the safe prosecution of the work by his personnel and the personnel of any sub-contractors, as well as providing safe access and site conditions to all elements of the project for the OWNER, ENGINEER, and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.
- G. **PAYMENTS TO CONTRACTOR:** The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents. The OWNER shall retain five percent (5%) of the amount of each progress payment until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed.

## 1-02 PUBLIC SAFETY AND CONVENIENCE

- A. The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the OWNER and ENGINEER.
- B. All work on existing highways, roads or streets, shall be in a manner to assure the least practicable interference with the public use of the facility. The CONTRACTOR shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay or interference with traffic and provide competent flaggers when necessary to insure maximum public safety.

## 1-03 CONSTRUCTION STAKES AND GRADES

- A. The ENGINEER has provided a base line from which all layout is to be done. Preservation of reference points will be the responsibility of the CONTRACTOR. The CONTRACTOR must provide all grades, stakes, string lines, and other control work necessary for completion of the project in accordance with the requirements of the Specifications and Drawings.
- B. **No changes to grades will be made without the approval of the ENGINEER.**

## 1-04 EXISTING WATER, SEWER, ELECTRIC GAS AND UNDERGROUND TELEPHONE FACILITIES

- A. Existing water, sewer, gas, electricity, television cable, and buried telephone cable facilities shown on the drawings are approximate locations. The CONTRACTOR is required to coordinate his work with the representative of the respective utility company and protect all other adjacent structures, utilities, and work against damage or interruption of services. Damage which may result from failure of the CONTRACTOR to observe such precautions is the responsibility of the CONTRACTOR.
- B. **The OWNER shall be held harmless of the cost of repairing damage to public utilities.**

## 1-05 UTILITIES

- A. Water, electricity, gas or other utilities required on the site of the work by the CONTRACTOR must be arranged for by him and furnished at his expense.
- B. Required temporary utility installations are subject to the approval of the ENGINEER and are to be maintained and removed by the CONTRACTOR at his expense prior to completion of the construction work.

## 1-06 TEMPORARY STORAGE

- A. If materials are stored on the site of the work, each CONTRACTOR shall provide and maintain on the premises, where directed, water-tight storage sheds for the storage of materials that would be subject to damage by the weather.
- B. The CONTRACTOR shall be responsible for security of material storage sites.

## 1-07 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR will execute and provide to the ENGINEER at the Pre-construction Conference a compliance statement where required.
- B. Such compliance form shall be provided by the ENGINEER.

## 1-08 LEAD BASED PAINT

- A. Use of lead based paint on the project is prohibited.

## 1-09 TEMPORARY TOILETS

- A. Provide and maintain temporary toilets as necessary for use of workmen. Locate toilets in locations acceptable to the OWNER.
- B. Toilets shall meet requirements of the State Health Department and any local codes.

## 1-10 TEMPORARY JOB OFFICE FOR ENGINEER

- A. None required for this Contract.

## 1-11 WAGE RATES

- A. None required for this Contract.

## 1-12 PROJECT SIGN

- A. None required for this Contract.

## 1-13 TESTING LABORATORY SERVICES

- A. Scope: The CONTRACTOR will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve CONTRACTOR of his obligation to perform work in accordance with the contract and/or Technical Specifications.

## 1-14 PRE-CONSTRUCTION CONFERENCE

- A. Prior to commencement of construction, a pre-construction conference will be scheduled with the date, time and location of the meeting to be established by the ENGINEER.
- B. The ENGINEER will prepare an agenda and distribute advance copies to each participant. The ENGINEER will also prepare and complete the minutes of the meeting and distribute same to all participants.
- C. Prior to the pre-construction conference, CONTRACTOR shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings, and a preliminary schedule of Shop Drawings submissions. The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in a Project the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions. Updated progress schedules will be required on a monthly basis at the time of submittal of the CONTRACTOR'S monthly progress pay request.
- D. The above schedules will be reviewed during the pre-construction conference to establish procedures for handling Shop Drawings and other submissions and for processing Application for Payment, and to establish a working understanding between the parties as to the Project requirements.
- E. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR, his Superintendent, and major Subcontractors.

**SECTION J.2**  
**INSTRUCTION FOR BONDS**

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**SECTION J.2  
INSTRUCTIONS FOR BONDS**

1-01 GENERAL

- A. The following instructions and requirements for Bonds shall apply to this Project.

1-02 SURETY

- A. The surety on each bond must be a responsible surety company, qualified to do business in Mississippi, and shall be satisfactory to the OWNER.

1-03 NAME

- A. The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with their usual signature on the line opposite the seal.

1-04 PARTNERSHIPS

- A. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.
- B. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.

1-05 CORPORATIONS

- A. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- B. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

1-06 LIMITED LIABILITY COMPANIES

- A. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- B. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.

1-07 DATE

- A. The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.

**SECTION J.3**  
**SPECIAL PROVISIONS**

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**SECTION J.3  
SPECIAL PROVISIONS**

1-01 LOCATION AND DESCRIPTION

- A. The work required under this Contract includes the furnishing of all materials, tools, equipment, labor and incidentals necessary for the construction of the project and all related items required by the Drawings and Specifications.
- B. The summary of work as described above is a general description of the project and responsibilities of the CONTRACTOR and in no way supersedes the specific requirements of the Contract Documents.

1-02 TEMPORARY CONTROLS

- A. The CONTRACTOR shall provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at the construction site and adjacent areas. Physical evidence of temporary facilities shall be removed after completion of the work.
- B. Noise Control
  - 1. The CONTRACTOR'S vehicles and equipment shall be such as to minimize noise to the greatest degree practical. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others.
- C. Water Control
  - 1. The CONTRACTOR shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties, including beaver control on-site and adjacent thereto.
  - 2. Fill, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to direct the runoff course so as to prevent any erosion, damage or nuisance.
  - 3. The CONTRACTOR shall provide, operate and maintain equipment and facilities of adequate size to control surface water.
  - 4. Drainage water shall be disposed of in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

D. Pollution Control

1. The CONTRACTOR shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
2. The CONTRACTOR shall provide equipment and personnel, perform emergency measures required to contain any spillage, and remove contaminated soils or liquids. The contaminated earth will be removed and disposed of offsite, and replaced with suitable compacted fill and topsoil at no additional cost to the OWNER.
3. The CONTRACTOR shall prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. All sewage, oil and refuse generated during the course of the work shall not be discharged into any watercourses adjacent to the job site.

E. Erosion Control

1. The CONTRACTOR shall solicit and obtain the necessary permitting related to storm water quality and erosion control as required by law based on the work being completed as part of the construction activities. If required, the CONTRACTOR shall coordinate with local, state and/or federal agencies as necessary to obtain the needed permitting prior to the commencement of construction activities. This includes, but is not limited to, local building permits, local storm water permits, MDEQ Large Construction Notice of Intent (LCNOI) with supporting documentation (i.e. SWPPP, Erosion Control Plan, etc.), MDEQ Small Construction Notice of Intent (SCNOI) with supporting documentation (i.e. SWPPP, Erosion Control Plan, etc.). It shall be the CONTRACTOR'S responsibility to provide and maintain the necessary permitting and maintenance as related to storm water quality and erosion control prior to and during the project until final approval and closeout. If additional information is required from the Owner and/or Engineer, it shall be the responsibility of the CONTRACTOR to solicit and procure the necessary information in order to solicit and procure the necessary permitting and controls for the project.
2. The CONTRACTOR shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of bare soil exposure at one time shall be held to a minimum, and temporary control measures such as silt screens, berms, dikes and drains shall be provided.
3. Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.

4. The CONTRACTOR shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion as required by the ENGINEER at no additional cost to the OWNER.

#### 1-03 RECORDS

- A. The CONTRACTOR shall maintain a complete and accurate log of any control or survey work as it progresses. Upon completion of major items or upon request, the CONTRACTOR shall submit two (2) copies to the ENGINEER.

#### 1-04 CONTRACT DRAWINGS

- A. Contract Drawings, if included for the project, shall be issued as an attachment to and made part of the Contract Documents for the project.

#### 1-05 CONTRACT SPECIFICATIONS

- A. The Specifications governing the work under this Contract shall be as set forth hereinafter as Technical Specifications together with any and all addenda.

#### 1-06 ENGINEER

- A. References in these contract documents to ENGINEER shall refer to **DABBS CORPORATION** unless otherwise specified in the Contract Documents.

#### 1.07 REVIEW OF THE WORK

- A. Resident Project Representatives, who are representatives of the ENGINEER, will be appointed to review materials used and work performed. The Resident Project Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness. Resident Project Representatives are placed on the work to keep the ENGINEER informed as to the progress of the work and the manner in which it is being done; also to call the attention of the CONTRACTOR to nonconformity with the requirements of the Drawings and Specifications. The Resident Project Representatives will not have authority to approve or accept portions of the work, to issue instructions contrary to the Drawings, Specifications or other parts and sections of these Contract Documents, or to act as foreman for the CONTRACTOR. **The Resident Project Representatives will have authority to reject defective material.**
- B. The presence of a Resident Project Representative shall in no way lessen the responsibility of the CONTRACTOR for full compliance with the requirements of these Contract Documents.

**1-08 SUGGESTIONS TO CONTRACTOR**

- A. Means, process or method of work suggested by the ENGINEER or other representative of the OWNER to the CONTRACTOR, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR, and the ENGINEER and the OWNER will assume no responsibility therefor.

**1-09 CONTRACTOR'S OBLIGATIONS**

- A. The CONTRACTOR shall do and perform all work and furnish supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the work required by the Contract, within the time herein specified, in accordance with the provisions of the Contract, Specifications, Drawings and Supplemental Drawings, and in accordance with the directions of the ENGINEER as given from time-to-time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The CONTRACTOR shall observe, comply with and be subject to terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the ENGINEER and the OWNER.
- B. The CONTRACTOR shall be responsible for any state and local permits.

**1-10 TIME FOR COMPLETION**

- A. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".
- B. The CONTRACTOR agrees that said work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.
- C. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- D. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or extension thereof granted by the OWNER, the CONTRACTOR does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty



but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the work.

#### 1-11 SUPPLEMENTARY DRAWINGS

- A. Whenever required by the Specifications or the Drawings, as well as for all undetailed material to be fabricated and furnished by the CONTRACTOR, the CONTRACTOR shall make specialty or detailed shop drawings in amplification of the Drawings referred to in the Contract before commencing the work.
- B. Six (6) copies of each drawing and necessary data shall be submitted to the ENGINEER. Each drawing or data sheet shall be clearly marked with the name of the Project, the CONTRACTOR'S name and references to applicable Specification paragraphs and Drawing sheet.
- C. After the ENGINEER has reviewed the Drawings and data, three (3) copies will be returned to the CONTRACTOR marked either (1) "Rejected", (2) "Reviewed", (3) "Furnish as Corrected", or (4) "Revise and Resubmit".
- D. Unless otherwise directed by the ENGINEER, when Drawings and data are returned marked "Furnish as Corrected", the changes shall be made as noted thereon and six (6) corrected copies furnished to the ENGINEER.
- E. When Drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the ENGINEER and six (6) corrected copies resubmitted.
- F. The ENGINEER'S review of Drawings and data submitted by the CONTRACTOR will cover only general conformity to the Drawings and Specifications, external connections and dimensions which affect the layout. The ENGINEER'S review of Drawings marked "Reviewed" or "Furnish as Corrected" does not indicate a through review of all dimensions, quantities and details of the material, equipment, device or item shown and does not relieve the CONTRACTOR from the responsibility for errors or deviations from the Contract Requirements.
- G. Corrections or comments made on the drawings during the ENGINEER'S review do not relieve the CONTRACTOR from compliance with the requirements of the Drawings and Specifications. Checking will be only for review of general conformance with the information given in the contract Documents. The CONTRACTOR is responsible for: confirming and correlating quantities and dimension; selecting fabrication processes and techniques of construction; coordination his work in a safe and satisfactory manner.
- H. Drawings and data, after final processing by the ENGINEER, shall become a part of the Contract Documents and the work shown or described thereby shall be

performed in conformity therewith unless otherwise authorized by the OWNER or the ENGINEER.

1-12 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

- A. The CONTRACTOR hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one (1) year after the date of substantial completion. The CONTRACTOR further assumes responsibility for a similar one (1) year guarantee for work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the Certificate of Substantial Completion.

1-13 COOPERATION BETWEEN CONTRACTORS

- A. If separate contracts are let within the limits of a project, such CONTRACTORS shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with work being performed by other CONTRACTORS within the limits of the same project.

**SECTION J.4**  
**INSURANCE REQUIREMENTS**

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**SECTION J.4  
INSURANCE REQUIREMENTS**

- 1-01 All references to "OWNER" herein shall refer to the Owner as identified in Section B (Item 1) bound herewith.
- 1-02 The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER.
- 1-03 If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.
- 1-04 Certificates of insurance shall state that thirty (30) days written notice WILL BE given to the OWNER before the policy is canceled or changed.** No CONTRACTOR or subcontractor will be allowed to start construction work on this Contract until all certificates of insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. In the event the contract time exceed one year CONTRACTOR shall submit renewal certificates for all policies 30 days prior to the expiration of the existing policy.
- 1-05 The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. Workmen's Compensation and Employer's Liability Insurance:
1. This insurance shall protect the CONTRACTOR against all claims under applicable State Workmen's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement. CONTRACTOR will secure a Waiver of Subrogation endorsement in favor of both OWNER and ENGINEER. CONTRACTOR further agrees to maintain USL&H or other necessary Federal coverages, when applicable, to protect both CONTRACTOR and its employees.
- B. CONTRACTOR'S Comprehensive Commercial General Liability Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following, and shall name OWNER and ENGINEER and its employees as additional insureds:
1. Bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each occurrence subject to that limit per accident a total (or aggregate) limit

of Two Million Dollars (\$2,000,000), in the aggregate for all damages arising out of injury to or destruction of property during the policy period.

2. The Comprehensive General Liability policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards;

- a. Explosion, collapse, and underground property damage (XCU) to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc. caused by the CONTRACTOR'S operations.
- b. The collapse of or structural injury to buildings, structures or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

1. In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. The coverage in each case shall be acceptable to the OWNER.

D. Automotive Public Liability and Property Damage:

1. The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than a combined single limit of \$1,000,000 to protect him from any and all claims arising from the use of the following:
  - a. CONTRACTOR'S own automobiles and trucks.
  - b. Hired automobiles and trucks.
  - c. Automobiles and trucks owned by sub-contractors.

2. The aforementioned is to cover use of automobiles and trucks on and off the site of the project, and shall name OWNER and ENGINEER and its employees as additional insureds.
- E. OWNER'S Protective Liability Policy (OCP):
1. The Contractor shall maintain OWNER'S Protective Liability Insurance with the OWNER as the named insured, and their servants, agents including the ENGINEER and employees as additional insureds in amount not less than the following:
    - a. Each occurrence in the amount of One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate for all damages arising out of any injury or destruction of property.
- F. Umbrella liability insurance with a limit of not less than One Million Dollars (1,000,000) providing additional coverage to the policies listed above.
- G. Builder's Risk Insurance (Fire and Extended Coverage):
1. Until the Project is completed and is accepted by the OWNER the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the OWNER, the prime CONTRACTOR and sub-contractors as their interests may appear.
- 1-06. Insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the entire work included in the Contract.

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**SECTION J.5**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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**SECTION J.5**  
**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

1-01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit six (6) bound copies to ENGINEER for review unless otherwise specified.

1-02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
- B. Identify details by reference to sheet and detail, schedule or item numbers shown on Contract Drawings.

1-03 PRODUCT DATA

- A. Preparation:
  - 1. Clearly mark each copy to identify pertinent products.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls as necessary.
- B. Manufacturer's standard schematic drawings and diagrams: 1) Modify drawings and diagrams to delete information which is not applicable to the work; 2) Supplement standard information to provide information specifically applicable to the work.

1-04 SAMPLES

- A. Office samples shall be adequate to clearly illustrate: 1) Functional characteristics of the product, with integrally related parts and attachment devices; 2) Full range of color, texture, pattern, operation, use, etc.

1-05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission to ENGINEER.
- B. Determine and verify:
  - 1. Field measurements where necessary.

2. Field construction criteria from drawings or manufacturer's manuals.
  3. Catalog numbers and similar data from manufacturer.
  4. Conformance with specifications and detailed drawings.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the ENGINEER in writing, at time of submission, of deviations in the submittals from requirements of the Contract Documents and provide an explanation for such deviation.
- E. Begin no fabrication of items or perform items of work which requires submittals until return of submittals indicating ENGINEER'S review.

#### 1-06 SUBMISSION REQUIREMENTS

- A. Transmittal Letter and Submittals:
1. Use transmittal forms acceptable to the ENGINEER.
  2. One copy only, with each item completed, is required for each submittal.
    - a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.
  3. Make submittals promptly and in such sequence as to cause no delay in the work or in the work of other CONTRACTORS, should one or more CONTRACTORS be involved on a project.
- B. Number of submittals required:
1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies of each will be retained by the ENGINEER for the project files. Three (3) copies will be stamped, indicating any additional requirements, and returned to the CONTRACTOR.
- C. Submittals shall contain:
1. The date of submission and the dates of any previous unapproved submissions.
  2. The project title and number.
  3. The names of:

- a. CONTRACTOR
  - b. Supplier
  - c. Manufacturer
4. Identification of the product or component, with reference to the applicable specification section number.
  5. Field dimensions, clearly identified as such.
  6. Relation to adjacent or critical features of the work or materials.
  7. Applicable standards, such as ASTM, AWWA, AASHTO, or Federal Specification numbers, etc.
  8. Identification of deviations from Contract Specifications.
  9. Identification of revisions made on resubmittals.
  10. CONTRACTOR'S stamp, initialed or signed, certifying as to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal, with requirements of the work and of Contract Documents.

#### 1-07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required and resubmit until approved.
- B. Shop Drawings and Product Data
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  2. Indicate changes which have been made other than those requested by the ENGINEER.
- C. Samples: Submit new samples as required for initial submittal.

#### 1-08 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.
- C. Return submittals to CONTRACTOR for distribution or for resubmission.

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**SECTION J.6**  
**RECORD DOCUMENTS**

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**SECTION J.6  
RECORD DOCUMENTS**

1-01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall maintain, during the course of the work, and provide to the ENGINEER, upon project completion, record documents as specified herein.

1-02 MAINTENANCE OF DOCUMENTS

- A. Maintain in CONTRACTOR'S field office in clean, dry condition the following: (1) Contract Drawings, (2) Specifications, (3) Addenda, (4) Approved Shop Drawings, (5) Change Orders, (6) Other Modifications of Contract, Test Records, Survey Data, Field Orders and (7) All other documents pertinent to the CONTRACTOR'S Work.
- B. Provide files and racks for proper storage and easy access as needed.
- C. Make documents available at all times for inspection by the ENGINEER and the OWNER.
- D. Record documents shall not be used for other purposes and shall not be removed from the field office without the ENGINEER'S approval.

1-03 MARKING SYSTEM

- A. Make changes, revisions, additions, deletions, etc., carefully and in legible form acceptable to the ENGINEER.
- B. Provide colored pencils for marking changes, revisions, additions, deletions, etc., to the record set of Contract Drawings.
- C. Do not use ink or felt tip pens for marking documents.

1-04 RECORDING

- A. Label each document "PROJECT RECORD" in large red printed letters.
- B. Keep record documents current with work completed.
- C. Do not permanently conceal work until required information has been recorded on drawings.
- D. Contract Drawings: Legibly mark to record actual construction to include the following:
  - 1. Depths or heights of various elements in relation to datum.

2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements or bench marks.
  3. Location of internal appurtenances concealed in construction referenced to visible and accessible features of the work.
  4. Field changes of dimensions and details.
  5. Changes made by Change Order or Field Order clearly identified as such.
  6. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section and record the following:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  2. Changes made by Change Order or Field Order clearly identified as such.
  3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents and legibly annotate Drawings to record changes made after review.

#### 1-05 SUBMITTAL

- A. At completion of project, deliver record documents to the ENGINEER.
- B. Accompany submittal with transmittal letter containing:
1. Date.
  2. Project title and number.
  3. CONTRACTOR'S name and address.
  4. Title and number of each record document.
  5. Certification that each document as submitted is complete and accurate.
  6. Signature of CONTRACTOR, or his authorized representative.
- C. Incomplete or illegible record documents will be returned to the CONTRACTOR for completion or correction.

**SECTION J.7**  
**CONTRACT CLOSEOUT**

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**SECTION J.7  
CONTRACT CLOSEOUT**

1-01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the Contract and Specifications for administrative procedures in closing out the work.
- B. CONTRACTOR shall submit all notices and certifications in a form acceptable to the ENGINEER.

1-02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the work is substantially complete, he shall submit to the ENGINEER:
  - 1. Written notice that the work, or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, an inspection will be made by the ENGINEER to determine the status of completion.
- C. Should it be determined that the work is not substantially complete:
  - 1. CONTRACTOR will be notified in writing, giving the reasons for such determination.
  - 2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion.
  - 3. Work will be reinspected.
- D. When the ENGINEER concurs that the work is substantially complete, he will:
  - 1. Prepare a Certificate of Substantial Completion on an acceptable form accompanied by a list of items to be completed or corrected.
  - 2. Submit the Certificate to OWNER and CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

1-03 FINAL INSPECTION

- A. When CONTRACTOR considers the work is complete, he shall submit written certifications to the ENGINEER that:

1. Equipment and systems have been tested in the presence of the ENGINEER and OWNER'S representative and are fully operational.
  2. Work has been completed in accordance with Contract documents and is ready for final inspection.
- B. An inspection will be made by the ENGINEER to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should work be considered incomplete or defective:
1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective items of work.
  2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the work is complete.
  3. Work will be reinspected.
- D. When the work is acceptable under the contract documents, the CONTRACTOR will be requested to deliver closeout submittals.

#### 1-04 CONTRACTOR CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
1. Certificate of Inspection:
    - a. Mechanical: City and/or County
    - b. Electrical: City and/or County
    - c. General: City and/or County
- B. Waivers and Liens Affidavit.
- C. Surety Release.
- D. Labor and Material Warranty.
- E. Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.
- F. Project record documents and drawings.
- G. Operating and Maintenance Data, Instructions to OWNER'S Personnel: As specified in Contract Documents or ordered by the ENGINEER.

- H. Spare Parts and Maintenance Materials: As specified in Contract Documents or ordered by the ENGINEER.
- I. Receipt for keys, if any, to all locks, gates and doors.

#### 1-05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to ENGINEER.
- B. Statement shall reflect all adjustments to the contract sum:
  - 1. The original contract sum.
  - 2. Additions or deductions resulting from:
    - a. Previous change orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected work.
    - e. Deductions for liquidated damages.
    - f. Other adjustments.
  - 3. Total contract sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Final Change Order will be prepared reflecting approved adjustments to the Contract sum which were not made by previous Change Orders.

#### 1-06 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.
- B. No final application for payment will be processed until the Project Record Documents and Drawings have been submitted and approved.

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**SECTION J.8**  
**SCHEDULE OF VALUES**  
**LUMP SUM BID ITEMS**

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**SECTION J.8**  
**SCHEDULE OF VALUES**  
**LUMP SUM BID ITEMS**

- 1-01 The successful BIDDER, within five (5) days of the receipt of the "NOTICE OF AWARD", shall submit, a Schedule of Values for "lump sum bid items", for OWNER'S and ENGINEER'S review. The Schedule of Values shall be an itemized list that establishes the various quantities and value or cost of each major part or component of Lump Sum Items. It shall be used as the basis for preparing progress payment applications and for use as a basis for negotiations concerning additional work or credits which may arise during the construction.
- 1-02 PREPARATION
- A. The Schedule shall be prepared in the form and supported by the data required herein.
  - B. The Schedule shall show a breakdown of costs for labor, materials, equipment, delivery, installation, overhead, profit and other costs used in preparation of the Bid.
  - C. Costs shall be in sufficient detail to indicate a separate amount for each major component of the item listed.
  - D. CONTRACTOR may include items for bonds, insurance, and temporary facilities. Bonds and insurance may be claimed on the first application for payment. Any remaining items will be included for payment at the same percentage rate as total percent of the lump sum item completion.
  - E. The Schedule shall be prepared on 8-1/2 inch by 11-inch white paper.
  - F. Use items listed as Lump Sum on the Bid Form as basis for Schedule format and identify each item with number and description as shown on Bid Form.
  - G. The sum of the individual values shown on the Schedule of Values for each item must equal the Total Price bid for that item on the Bid Form.

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**SECTION K**  
**TECHNICAL SPECIFICATIONS**

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**SECTION K - TECHNICAL SPECIFICATIONS**

**CITY PARK  
DRAINAGE IMPROVEMENTS  
BID NO. 2021-XXXPW  
JANUARY 2023**

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**GENERAL CONSTRUCTION NOTES**

1. The contractor shall be responsible for completing and providing a Small Construction Notice of Intent (SCNOI) and other necessary documents (Erosion Control Plan, SWPPP) to meet the requirements of local and state (MDEQ) permitting with respect to stormwater quality and erosion control. The contractor shall meet the MDEQ requirements for completing proper documentation, having necessary documentation on the project site and completing inspections and corresponding maintenance/updates as necessary to maintain the site in a manner that prevents/controls erosion/sedimentation.
2. The contractor shall be solely responsible for protecting workers, pedestrians, vehicular traffic during the entire project. As identified in Section B – Information for Bidders, the contractor shall provide the necessary temporary fencing, barriers, etc. as required to always protect pedestrians and vehicular traffic on public streets and within the park, including during non-work periods, since there will potentially be people in and around City Park at all hours of the day and night. Provisions shall be implemented by the contractor to prevent unwarranted access by pedestrians/park attendees, sports equipment, vehicles, etc. during the entirety of the project. It is the contractor's responsibility to secure the site and maintain a safe work zone based on the project conditions.
3. An existing survey drawing is included in the Project Drawings, which are attached and made part of the Contract Documents, as reference to represent existing conditions for the project area. Existing utility locations may not all be accurately represented as compared to the field conditions at the time of construction. The Contractor shall be solely responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, fiber, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and State laws.
4. Utilities encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be provided by Contractor at no additional cost to the Owner.
5. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation. Utility or service lines may need to be potholed prior to excavation in order to verify location and/or depth.
6. The Contractor shall be responsible for completing all sampling and testing of materials as required by the specifications at no additional cost to the Owner.
7. If necessary, the Contractor shall be responsible for detailed construction staking related to the proposed improvements and it shall be provided at no additional cost to the Owner. The Engineer will provide a drawing and related datum information to the Contractor upon request.
8. The City of Tupelo will provide areas (Commerce St.) for excess materials to be disposed of by the Contractor.

**END OF SECTION**

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**SECTION 33 40 00  
STORM DRAINAGE**

**PART 1 GENERAL**

1-01 DESCRIPTION

- A. This item shall consist of furnishing all materials, labor, tools, equipment, and incidentals and performing all work necessary for the installation of pipe culverts, curb inlets, catch basins, and concrete headwalls and other specials in accordance with the Contract Documents. The work shall include all excavation, grading, backfill and other incidentals necessary for the installation of drainage structures as specified herein.

1-02 APPLICABLE DOCUMENTS

- A. The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. Reference is to the later edition of each unless specified otherwise.

1. American Society for Testing and Materials (ASTM):

- a. C-76 Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
- b. C443 Joints for Circular Concrete Sewer and Culvert Pipe.
- c. C478 Precast Reinforced Concrete Manhole Sections.
- d. C857-12a Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
- e. D3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
- f. F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- g. F667 Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
- h. F2881 Standard Specifications for 12 to 60 in. Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications.

2. American Association of State Highway and Transportation Officials (AASHTO):

- a. M190 Bituminous Coated Riveted Corrugated Metal Culvert Pipe and Pipe Arches.
- b. M36 Corrugated Metal Culvert Pipe, Aluminum Coated.
- c. M294 Standard Specification for Corrugated Polyethylene Pipe, 12" to 24" diameter.
- d. M330 Standard Specification for Polypropylene Pipe, 12 to 60 in. Diameter.

3. American Concrete Institute (ACI):

- a. ACI 301 Specifications for Structural Concrete for Buildings.
  - b. ACI 318 Building Code Requirements for Reinforced Concrete.
- B. Local Building Codes: Any City, County and State Codes applying to the work.
- C. Standard Specifications for Road and Bridge Construction (MDOT): 2004 edition, as referenced herein.

#### 1-03 SUBMITTALS

- A. Certified Test Reports: Before delivery of materials and equipment, certified copies of the reports of all tests specified herein or elsewhere shall be submitted to the Engineer for review. The testing shall have been performed in a laboratory meeting the Engineer's approval. Test reports shall be accompanied by notarized certificates from the manufacturer certifying that the tested material and equipment is of the same type, quality, manufacture and made as that proposed to be supplied.
- B. Concrete Pipe: Certified copies of test reports shall include strength tests of concrete pipe. Strength tests for concrete piping shall be the three edge bearing tests. Test reports shall be furnished prior to installation of piping.
- C. Shop Drawings: Contractor shall supply shop drawings as specified herein or as directed by the Engineer. Review of shop drawings by the Engineer shall be required prior to incorporation of the subject item into the work.

## PART 2 MATERIALS

- 2-01 REINFORCED CONCRETE PIPE: Shall conform to ASTM C76, Class III, Wall B minimum, unless otherwise specified. Joints shall be rubber gasket or bituminous plastic. Jointing shall be in conformance with the manufacturer's recommendations, applicable ASTM Standards, and MSHD Standards.
- 2-02 CORRUGATED METAL PIPE: Shall be bituminous coated on the inside and outside. Manufacture of pipe, galvanizing and coating shall conform to AASHTO M190, Type A. Joints shall be fully bituminous coated coupling bands and conform to AASHTO M36. Bands shall not be less than 7 inches wide for pipe diameters from 8 inches to 30 inches, inclusive; and 12 inches wide for pipe with diameters from 36 inches to 60 inches, inclusive. Jointing shall be completed in accordance with the manufacturer's recommendations and applicable ASTM/AASHTO Standards.
- 2-03 CORRUGATED POLYETHYLENE PIPE: Shall conform to ASTM F2881 or ASSHTO M330. Bands and jointing shall be installed and completed in accordance with the manufacturer's recommendations and applicable ASTM/AASHTO Standards.

2-04 CORRUGATED POLYPROPYLENE PIPE: Shall conform to ASTM F2881 and AASHTO M330.

2-05 CONCRETE

- A. Cement, reinforcement, forms, jointing and other incidentals shall be as specified in the Section "Concrete".
- B. All concrete work shall be in accordance with the provisions of "Building Code Requirements for Reinforced Concrete", ACI 318 and ACI 301. Any questions regarding acceptable concrete practice shall be decided by reference to ACI 301 and to ACI Standards listed in Chapter 4 of ACI 318.

2-06 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.
- B. The failure of the Engineer to order the use of bracing or sheeting or the failure to order sheeting, bracing, struts, or shoring to be left in place, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of any excavation. Any delay resulting in keeping the excavation open longer than would have otherwise have been necessary, shall not relieve the Contractor of responsibility for properly and adequately protecting the excavation from caving or slipping at all times, nor from any of his obligations under the Contract relating to injury of persons or property.
- C. Installation of sheeting and shoring, or shoring left in place by the Contractor shall not entitle the Contractor to any claim for extra compensation.

2-07 INCIDENTAL MATERIALS

- A. Masonry brick shall conform to the standard specifications for sewer brick, made from clay or shale, ASTM C-32, Grade MS.
- B. Mortar: Portland Cement Mortar shall consist of one (1) part Portland Cement complying with ASTM C-150, Type 1, and three (3) parts mortar sand and sufficient water to mix mortar to proper consistency.
- C. Gray iron casting shall conform to the standard specifications for gray iron castings ASTM A-48, Class 25.
- D. Manhole Steps: Steps for manholes shall be cast aluminum alloy meeting the requirements of the Aluminum Association (Alloy AA-514) and Federal Specifications G4A.
- E. Foundations: Shall be either poured in place reinforced concrete as detailed, or precast sections set on undisturbed earth or select bedding, where ordered by the Engineer or

detailed on the drawings. Concrete shall be Class "B" as specified in Section 03 00 00,"Concrete General" herein.

- F. Flared End Section: Shall be of the same class and type of pipe installed where specified.

### **PART 3 EXECUTION**

#### **3-01 EXCAVATION**

- A. General: The Contractor shall perform all excavation of every description and of whatever substances encountered, to the depths indicated or as otherwise specified.
- B. During excavation, material suitable for backfilling in the opinion of the Engineer shall be stock piled in an orderly manner a sufficient distance from the banks of trench to avoid overloading and to prevent slides or cave ins. All excavated materials not required or not suitable for backfill shall be removed and wasted as approved by the Engineer. Such grading shall be done as may be necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved method.

#### **3-02 TRENCHES**

- A. The trenches shall be of the necessary width for the proper laying of the pipe, and the banks shall be as nearly vertical as practicable. The bottom of the trenches shall be accurately graded and shaped to provide uniform bearing and support for each section of the pipe on undisturbed soil at every point along its entire length, except for the portion of the pipe where it is necessary to excavate for pipe bells or joints.
- B. Depressions for joints shall be dug after the trench bottom has been graded in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable. Depressions shall only be of such length, depth and width as required for properly making the particular type of joint.
- C. Care shall be exercised not to excavate below the depth indicated. Over excavated depths shall be backfilled with loose, granular, moist earth, and thoroughly tamped.
- D. The width of the trench at and below the top of the pipe and the trench wall shall not exceed the pipe O.D. plus 16 inches.
- E. The bottom of the trench shall be rounded so that at least the bottom quadrant of the pipe shall rest firmly on undisturbed soil for as nearly the full length of the barrel as proper jointing operations will permit. This part of the excavation shall be done manually only a few feet in advance of the pipe laying by men skilled in this type of work. The pipe bed shall be prepared to the Engineer's complete satisfaction.

F. Whenever unstable soil that is incapable of properly supporting the pipe is encountered in the bottom of the trench, such soil shall be removed for the full width of the trench and to the depth required. The trench shall be backfilled to the proper grade with an aggregate composed of coarse sand, fine gravel or other suitable material approved by the Engineer. The backfill shall be thoroughly compacted and shaped to form a bed for the pipe.

3-03 DEWATERING: The Contractor shall perform all pumping or well pointing necessary to perform the excavation and to maintain excavation in dry state during the work. This shall be an absorbed cost and shall not be measured for separate payment.

#### 3-04 BACKFILLING

A. General: The trenches shall not be backfilled until the system as installed conforms to the requirements specified. The trenches shall be carefully backfilled with the excavated materials, approved for backfilling.

B. Backfill material shall consist of earth, loam, sandy clay, sand and gravel or other approved materials free from large clods of earth or stones. Backfill shall be carefully rammed and compacted in place.

C. Trenches within roadways shall be backfilled to the top of the subgrade or the ground surface in 6 inch layers, and each layer shall be compacted to a density at least 95% of maximum density as determined by AASHTO Method T-99. The surface shall be graded to conform with the surrounding ground surface.

D. Trenches in open areas shall be backfilled to a point one (1) foot above the top of the pipe in 6 inch layers. Each layer shall be compacted to a density of at least 90% of the maximum density as determined by AASHTO T-99. The remainder of the backfill above the 1 foot level shall be properly and carefully compacted to the density of the adjacent earth, and the surface shall be mounded over the trench and left in a uniform and neat condition satisfactory to the Engineer.

E. Trenches improperly backfilled in the opinion of the Engineer shall be reopened to the depth required for proper inspection, then refilled and recompacted as specified. There shall be no extra compensation for such corrective work.

#### 3-05 PIPE LAYING

A. Pipe laying shall proceed upgrade with the spigot ends of bell and spigot pipe and tongue ends of tongue and groove pointing in the direction of flow in the case of concrete pipe. Corrugated metal pipe shall be laid with outside laps of circumferential joints pointing upstream and with longitudinal laps on the side. Corrugated polyethylene pipe shall be installed in accordance with ASTM recommended practice D-2321 and in accordance with manufacturer's recommendations.

B. Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to avoid sudden off sets of the flow line. As

the work progresses, the interior of the pipe shall be cleared of all dirt and superfluous materials of every description.

- C. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work.
- D. Pipe shall be plugged or sealed at the end of work day to inhibit the entrance of foreign objects into the line.

### 3-06 JOINTS

- A. Concrete Pipe: Joints shall be rubber gasket complying with ASTM C-443 or bituminous plastic sealer in accordance with MSHD State Aid Standard Section 707.04 as specified herein.
  - 1. All rubber gaskets shall be extruded or molded and cured in such a manner that any cross section will be dense, homogeneous, and free of porosity, blisters, pitting, and other imperfections. The gaskets shall be extruded or molded to the specified size within a tolerance of  $\pm 6\%$  on any dimension, measured at any cross section. The rubber gasket shall be fabricated from a high grade rubber compound. The basic polymer shall be natural rubber, synthetic rubber or a blend of both acceptable to the purchaser.
  - 2. Bituminous plastic sealer shall be composed of a steam refined petroleum asphalt or of a refined coal tar, dissolved in a suitable solvent and stiffened with a mineral filler consisting essentially of short fiber asbestos. The sealer shall be a smooth uniform mixture, not thickened or livered; it shall show not separation which cannot be easily overcome by stirring. The material shall be of such consistency and properties that it can be readily applied with a trowel, a putty knife, or a caulking gun without pulling or drawing. The material, when applied to pipe surfaces, shall exhibit good adhesive and cohesive properties and shall have only slight shrinkage after curing. The material shall be capable of being exposed to below freezing temperatures without incurring damage.
- B. Corrugated Metal Pipe: Joints shall be made with coupling bands. Bands shall be seated and made up tightly in accordance with the recommendations of the pipe manufacturer. The exterior surface of all bands and any other defects shall receive a field coat of bituminous paint.
- C. Corrugated Polyethylene Pipe: Joints shall be made with split couplings corrugated to engage the pipe corrugations, and shall engage a minimum of 4 corrugations, 2 on each side of joint. A neoprene gasket shall be utilized with the coupling to provide a soil tight joint.
- D. Corrugated Polypropylene Pipe: The joining of pipe shall be joined by bell & spigot and meet ASTM F2881 or ASSHTO M330 requirements. Joints shall be watertight and meet ASTM D3212 requirements. Gaskets shall meet ASTM F477 requirements.



### 3-07 CONSTRUCTION OF CONCRETE HEADWALLS

- A. General: Construction of concrete headwalls shall be of reinforced concrete and conform to dimensions, grades and details shown on the Drawings. Forms for exposed surfaces of headwalls shall be provided with liners and chamfers strips. Chamfers shall be 3/4".
- B. Exposed surfaces of parapets and wing walls shall be given a rubbed finish with a medium coarse carborundum stone.
- C. The structures shall be cured for a minimum of 7 days. The structures shall be kept wet by the use of wetted burlap or may be cured with membrane curing compound.
- D. The headwalls shall be carefully backfilled to a density at least that of the surrounding ground. All costs involved in excavation and backfilling shall be included in the Contract Unit Price for headwalls.

### 3-08 CONSTRUCTION OF CATCH BASINS, CURB INLETS AND STORM MANHOLES

- A. Brick masonry and concrete work for catch basins and inlets shall be constructed in conformity with the details shown on the Contract Drawings.
- B. Where irons or other fittings enter the brick work, they shall be placed as the work is laid up, thoroughly bonded, accurately spaced and lined. Upon completion of the masonry and settings of castings and fittings, the inside and outside surfaces of the brick masonry shall be neatly plastered with mortar to the thickness of one half (1/2) inch. Plastering shall be finished to a uniform, smooth surface and neatly pointed to all fittings.
- C. The concrete or brick and mortar shall be carefully constructed around the inlet and outlet pipes so as to prevent leakage and form a neat connection.
- D. Basins, inlets and manholes may be constructed partially or totally of precast reinforced concrete manhole sections and specials. All precast units shall comply with ASTM C-478 or ASTM C857 and joints shall be preformed plastic joints. Preformed plastic joint compound shall be "Butyl-Tite" as manufactured by Blue Ridge Rubber Company, Fletcher, North Carolina; "Kent-Seal" as manufactured by Hamilton Kent Manufacturing Company of Kent, Ohio; or equal. Preformed plastic joint compound shall meet Federal Specification SS-S-SS-00219 and AASHTO M-198.

### 3-09 CLEAN-UP

- A. After backfill of pipe and structures is completed, the area shall be graded to conform with the surrounding ground or to grade indicated, as applicable. The Contractor shall dispose of all surplus material, dirt and rubbish. Surplus material shall be deposited at locations and in a manner approved by the Engineer.

### 3-10 INSPECTION

- A. Prior to final approval of the system, the Contractor and Engineer shall conduct a thorough inspection of the entire installation. Any indication of defects on material or workmanship or any obstruction to the flow in the pipe system shall be corrected.
  - B. All defects shall be corrected by the Contractor without additional compensation and in a manner acceptable to the Engineer.
- 3-11 MAINTENANCE: The Contractor shall be responsible, until final acceptance and without extra compensation, for the maintenance of all sewers and structures to the lines and grades established for the construction, for the stability of all backfills and the finished grades above the sewers and around the structures, and for the repair and replacement of all items which were damaged or removed during the construction. Restoration of pavement, base courses, driveways, curb and gutter, sidewalks and other items shall conform to the requirements specified in other sections of the Specifications.

#### **PART 4 COMPENSATION**

##### **4-01 MEASUREMENT**

- A. Storm sewers of the various types, designations and sizes, and of the increment depths indicated in the proposal will be measured along the centerlines of sewers, as established, from end to end of sewers, or where lines are continuous between manholes or inlets, shall be from outside wall to outside wall of manholes or inlets or junction boxes, with deductions for space through such structures. Depth zones will be measured in invert of pipe from ground line or from subgrade elevation whichever is lower.
- B. Manholes will be measured as the number of completed and accepted units in place, and of the types and incremental depths indicated in the proposal. Increment depths shall be determined from the finished grade of the top of the completed unit to the invert of the outlet pipe.
- C. Inlets, junction boxes and catch basins will be measured as the number of completed and accepted units in place, of the various types and outlet pipe sizes.
- D. Excavation and backfill will not be measured for payment directly but shall be considered as included in the contract unit prices for sewers and other items.
- E. Railroad and highway crossings, repairing and replacement of street paving, driveways, curb, sidewalk and other items shall be measured and paid for as specified in other sections of the Specifications.
- F. Select bedding or select backfill shall not be measured for payment and shall be an absorbed cost item.

- G. Special junction boxes, flared end sections and headwalls where designated on the Proposal shall be measured per each installed.

#### 4-02 PAYMENT

- A. Sewers will be paid for at the respective contract unit price bid per linear foot for each size complete and accepted in place. Such price shall include all trench excavation and backfilling for the various sizes, types and depths of pipe, and for furnishing all labor, materials, equipment, tools and incidentals necessary for the satisfactory completion of the work.
- B. Manholes will be paid for at the contract unit price bid per unit for the various types and depths, complete in place and accepted. This price shall include all excavation and backfilling and for furnishing all labor, materials, equipment, tools and incidentals necessary for the satisfactory completion of the work.
- C. Inlet, catch basins and other drainage structures will be paid for at the contract unit price bid per unit for the various types and outlet pipe sizes, complete in place and accepted. This price shall include all excavation and backfilling and for furnishing all labor, materials, equipment, tools and incidentals necessary for the satisfactory completion of the work.
- D. Separate payment shall not be made for excavation, on-site backfill, select backfill, select bedding, compaction, grading, and other work incident to the completion of the various items of work herein specified unless otherwise noted.
- E. Special junction boxes shall be paid for at the Contract Unit Price per each as specified on the Proposal, complete, accepted and in place. Such payment shall include all excavation, backfill, bedding, labor, materials, equipment and incidentals necessary for the satisfactory completion of each in accordance with the Contract Documents.
- F. Headwalls shall be paid for at the Contract Unit Price per each as specified on the Proposal, complete, accepted, and in place. Such payment shall include the excavation, backfill, bedding, labor, materials, equipment and incidentals necessary for the satisfactory completion of each in accordance with the Contract Documents.
- G. Flared end sections shall be paid for at the Contract Unit Price per each size, type and class specified on the Proposal. Such payment shall constitute full compensation for all excavation, backfill, labor, materials, equipment and incidentals necessary for the proper installation of each in accordance with the Contract Documents.

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

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## TECHNICAL SPECIFICATIONS

### TECHNICAL PROVISIONS FOR MDOT STANDARD SPECIFICATIONS

#### PART 1 - GENERAL

- A. For any work provided under the contract pertaining to grading, paving, driveways, curb & gutter, granular material, utilities, erosion control, etc. included in the general requirements for the project, the contractor shall utilize the applicable requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, (also referenced as MDOT Standard Specifications) unless a separate technical specification is provided for a specific item. In cases where the separate technical specification may be different than the MDOT Standard Specifications, the contractor may utilize the MDOT Standard Specifications if approved in writing by the Engineer.
- B. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except where superseded by Special Provisions, Supplements to Special Provisions or amended by revisions of the Specifications contained within the Contract Documents.
- C. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, and the most current Special Provisions and/or Amendments. The Contractor shall be responsible for ensuring that the most current Special Provisions are utilized and that any Special Provisions and/or Supplements to Special Provisions are complied with for all materials specified in accordance with the MDOT Standard Specifications, 2017 Edition, whether included herein or not.
- D. Where applicable, the Contractor shall be required to provide materials, work, etc. in accordance with MDOT Standard Drawings and related details for the fabrication, installation and materials, especially pertaining to drainage pipe, drainage structures, traffic control, erosion control, etc.

#### PART 2 – MDOT SPECIFICATION ITEMS

- A. Excavation
- B. Granular Materials
- C. Concrete
- D. Traffic Control / Temporary Signage
- E. Erosion Control (i.e. Silt Fence, Wattles, etc.)

**END OF SECTION**

CITY OF TUPELO,  
MISSISSIPPI

ROB LEAKE CITY PARK  
DRAINAGE IMPROVEMENTS

TUPELO PUBLIC WORKS DEPT.  
MAY 2023

# CITY OF TUPELO, MISSISSIPPI ROB LEAKE CITY PARK DRAINAGE IMPROVEMENTS TUPELO, MISSISSIPPI

## TUPELO PUBLIC WORKS DEPT. CITY OF TUPELO, MISSISSIPPI MAY 2023

### OWNER INFORMATION

**OWNER**  
CITY OF TUPELO, MISSISSIPPI

**MAYOR**  
TODD JORDAN

**CITY COUNCIL**  
CHAD MIMS  
LYNN BRYAN  
TRAVIS BEARD  
NETTIE DAVIS

BUDDY PALMER  
JANET GASTON  
ROSIE JONES

**CITY PUBLIC WORKS DEPARTMENT**  
604 CROSSOVER ROAD  
TUPELO, MS 38804

**CITY PARKS & RECREATION DEPARTMENT**  
655 RUTHERFORD ROAD  
TUPELO, MS 38801

**CONTACT INFORMATION**  
CHUCK WILLIAMS - PUBLIC WORKS DIRECTOR  
ALEX FARNED - PARKS & RECREATION DIRECTOR  
DON LEWIS - C.O.O.  
BEN LOGAN - CITY ATTORNEY  
KIM HANNA - C.F.O.



VICINITY MAP  
NTS  
NORTH

PREPARED BY:



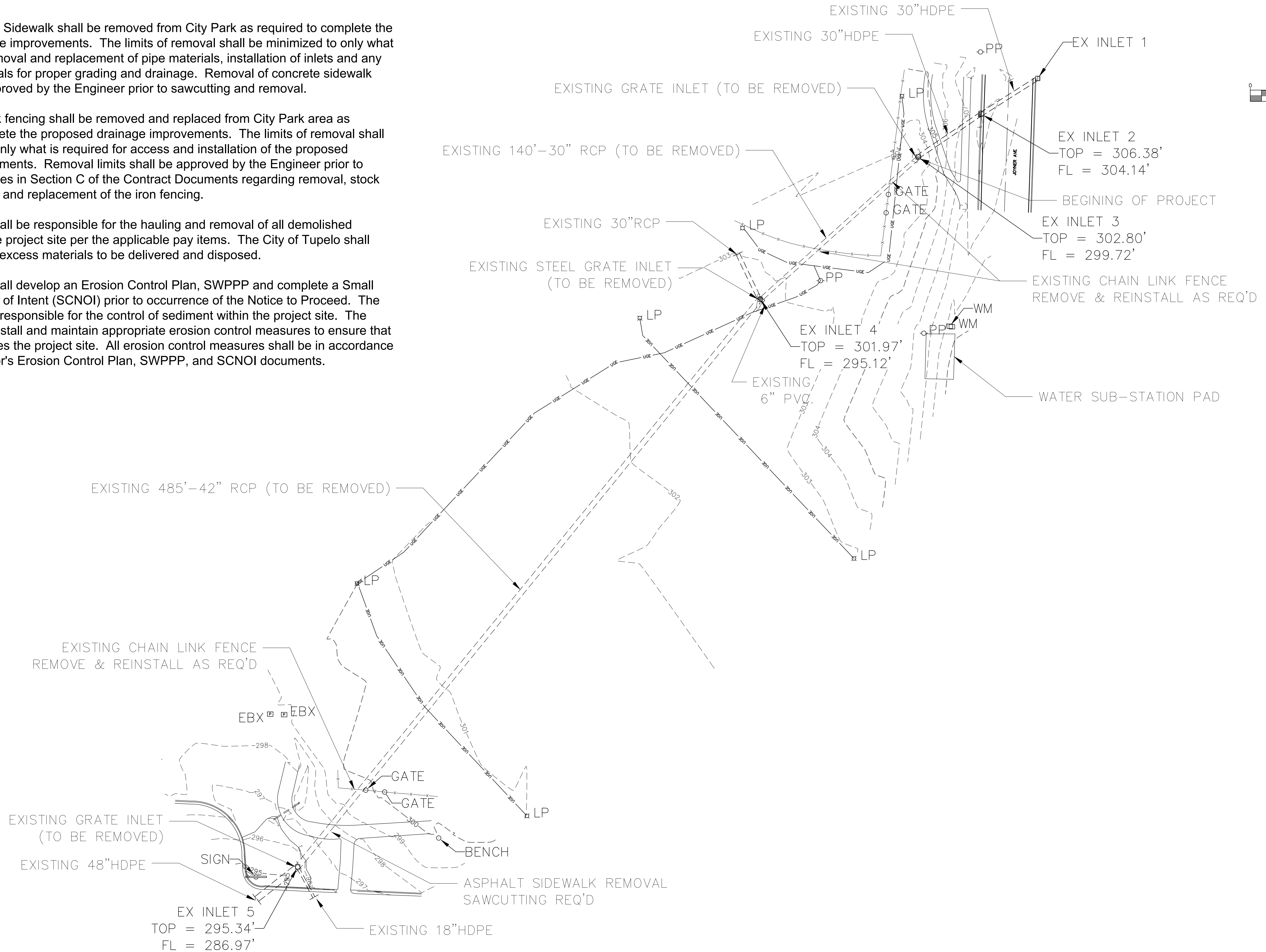
**1050 N. EASON BLVD.  
TUPELO, MS 38801  
(662) 841-0162**

INDEX TO DRAWINGS	
SHEET NO.	TITLE
	COVER
C1	EXISTING SITE - DEMOLITION PLAN
C2	PROPOSED DRAINAGE LAYOUT PLAN
C3.1	EROSION CONTROL DETAILS
C3.2	PIPE INSTALLATION DETAILS
SS-3	STORM SEWER INLET DETAILS
PC-1	PIPE COLLAR DETAILS



**NOTES:**

- Existing Concrete Sidewalk shall be removed from City Park as required to complete the proposed drainage improvements. The limits of removal shall be minimized to only what is required for removal and replacement of pipe materials, installation of inlets and any necessary materials for proper grading and drainage. Removal of concrete sidewalk limits shall be approved by the Engineer prior to sawcutting and removal.
- Existing chain link fencing shall be removed and replaced from City Park area as required to complete the proposed drainage improvements. The limits of removal shall be minimized to only what is required for access and installation of the proposed drainage improvements. Removal limits shall be approved by the Engineer prior to removal. See notes in Section C of the Contract Documents regarding removal, stock piling of materials and replacement of the iron fencing.
- The contractor shall be responsible for the hauling and removal of all demolished materials from the project site per the applicable pay items. The City of Tupelo shall provide areas for excess materials to be delivered and disposed.
- The contractor shall develop an Erosion Control Plan, SWPPP and complete a Small Contractor Notice of Intent (SCNOI) prior to occurrence of the Notice to Proceed. The contractor will be responsible for the control of sediment within the project site. The contractor shall install and maintain appropriate erosion control measures to ensure that no sediment leaves the project site. All erosion control measures shall be in accordance with the contractor's Erosion Control Plan, SWPPP, and SCNOI documents.



PREPARED BY: **Dabbs Corporation**  
 1050 N. EASON BLVD. TUPELO, MS 38804  
 OFFICE: 601.927.4012 dabbscorp@gmail.com

DRAWN: TC		SCALE: 1" = 30'		DRAWING REVISIONS					
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DESIGNED: DD	DATE: 05/30/2023								
CHECKED: DD	PROJECT: 0								

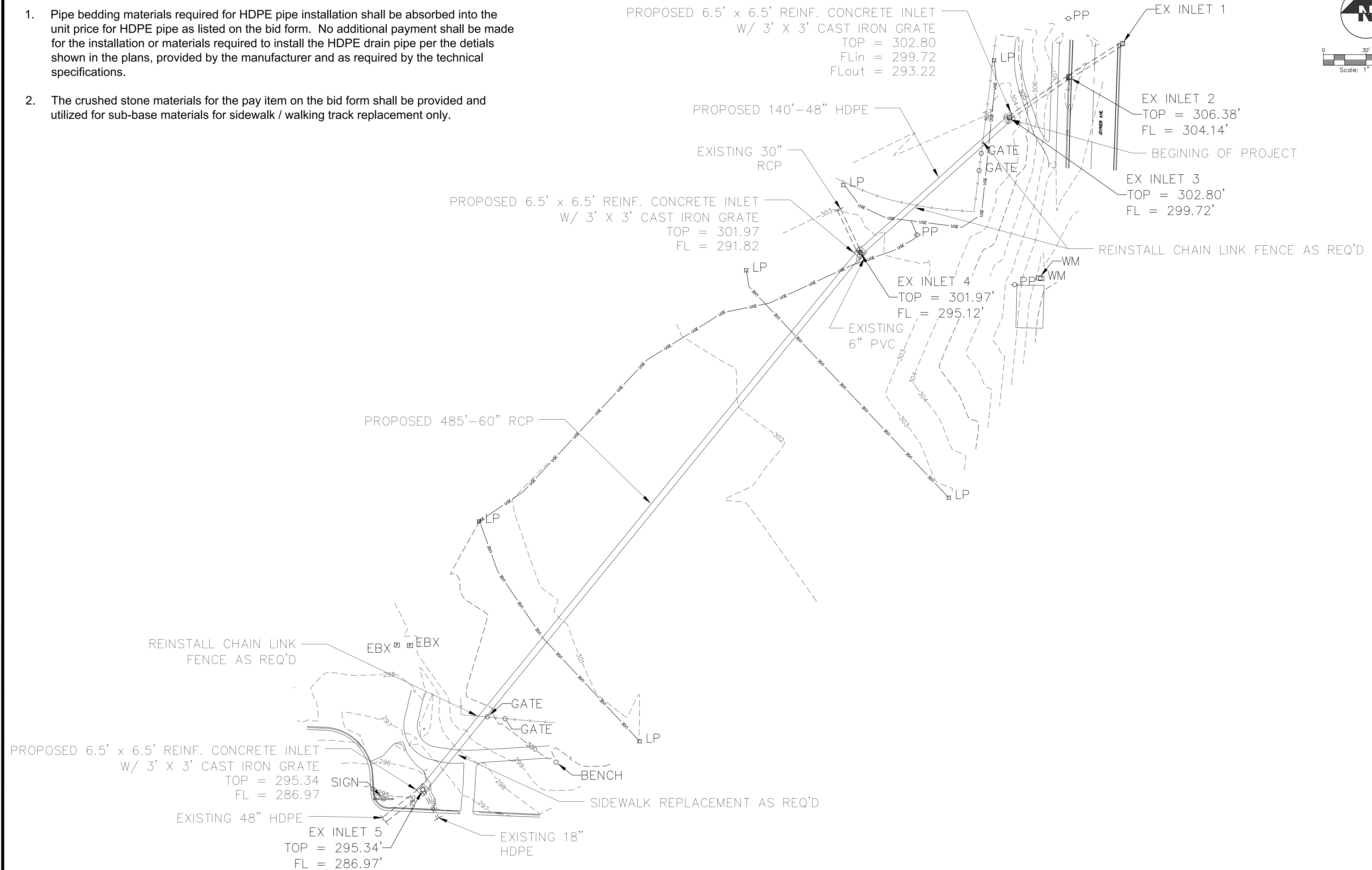
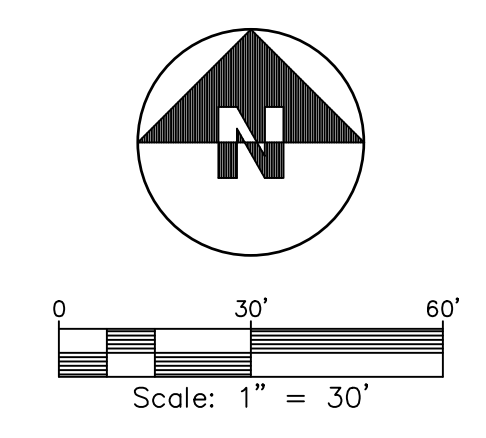
SHEET TITLE: **EXISTING SITE CONDITIONS DEMOLITION PLAN**

SHEET NO: **C1**

CITY OF TUPELO, MISSISSIPPI  
LEE COUNTY, MISSISSIPPI  
ROB LEAKE CITY PARK  
DRAINAGE IMPROVEMENTS

NOTES:

1. Pipe bedding materials required for HDPE pipe installation shall be absorbed into the unit price for HDPE pipe as listed on the bid form. No additional payment shall be made for the installation or materials required to install the HDPE drain pipe per the details shown in the plans, provided by the manufacturer and as required by the technical specifications.
2. The crushed stone materials for the pay item on the bid form shall be provided and utilized for sub-base materials for sidewalk / walking track replacement only.



CITY OF TUPELO,  
LEE COUNTY, MISSISSIPPI

ROB LEAKE CITY PARK  
DRAINAGE IMPROVEMENTS

PREPARED BY:



1050 N. EASON BLVD. TUPELO, MS 38804  
OFFICE: 601.927.4012 dabbscorp@gmail.com

DRAWN: TC	SCALE: 1" = 30'
DESIGNED: DD	DATE: 05/30/2023
CHECKED: DD	PROJECT: 0

DRAWING REVISIONS

NO.	DATE	REMARKS	NO.	DATE	REMARKS

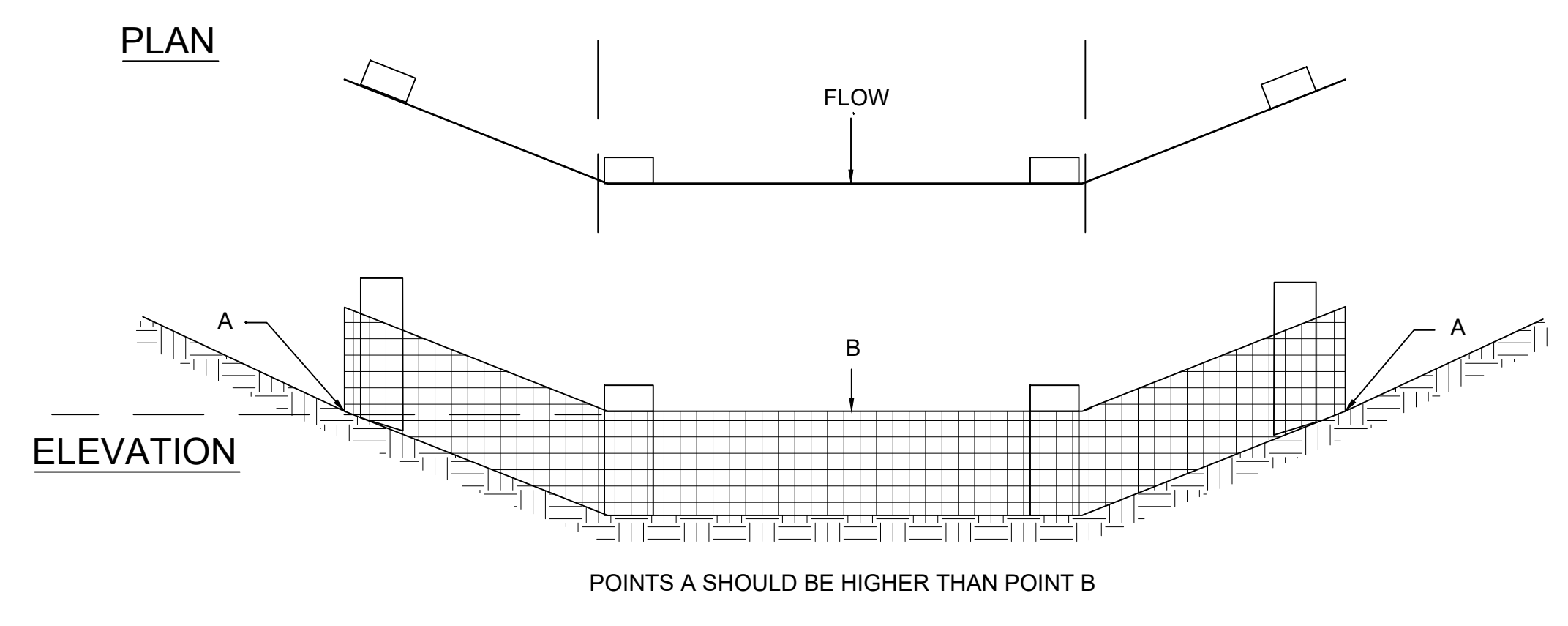
SHEET TITLE:

**PROPOSED DRAINAGE  
LAYOUT PLAN**

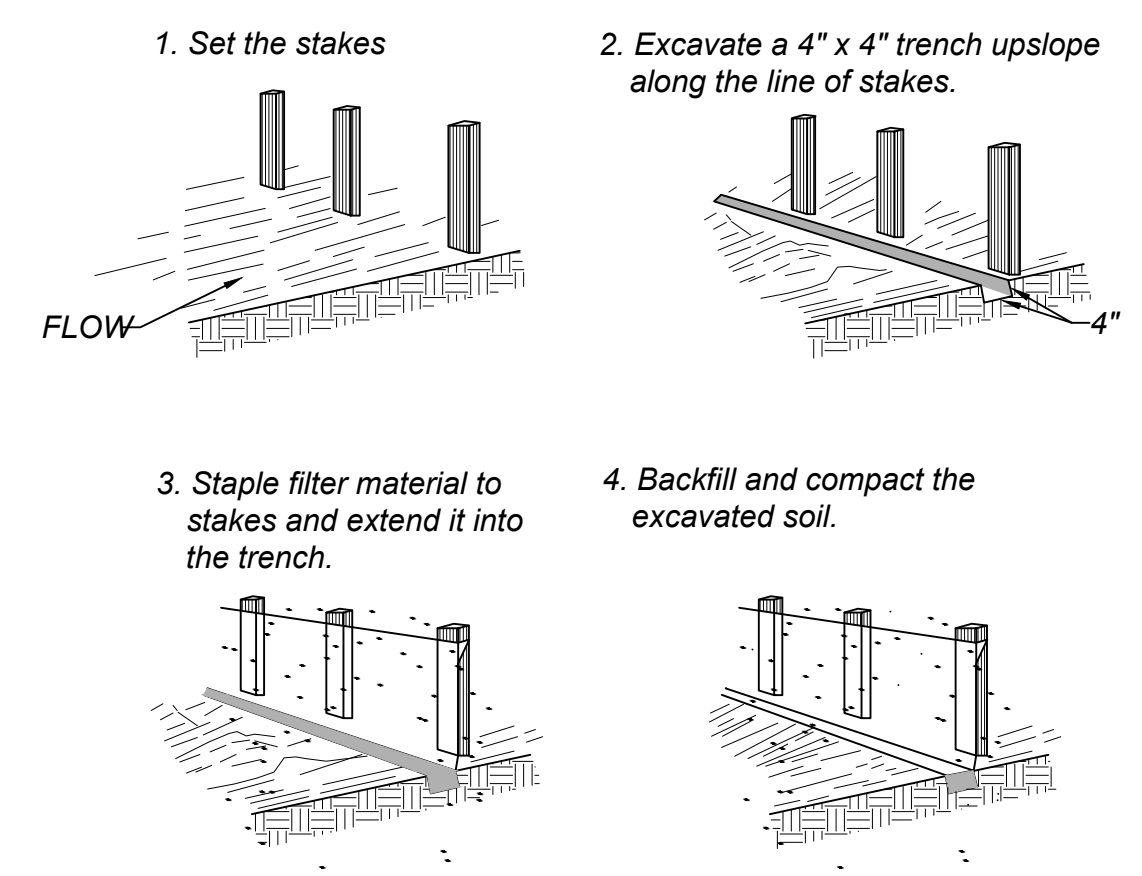
SHEET NO:

**G2**

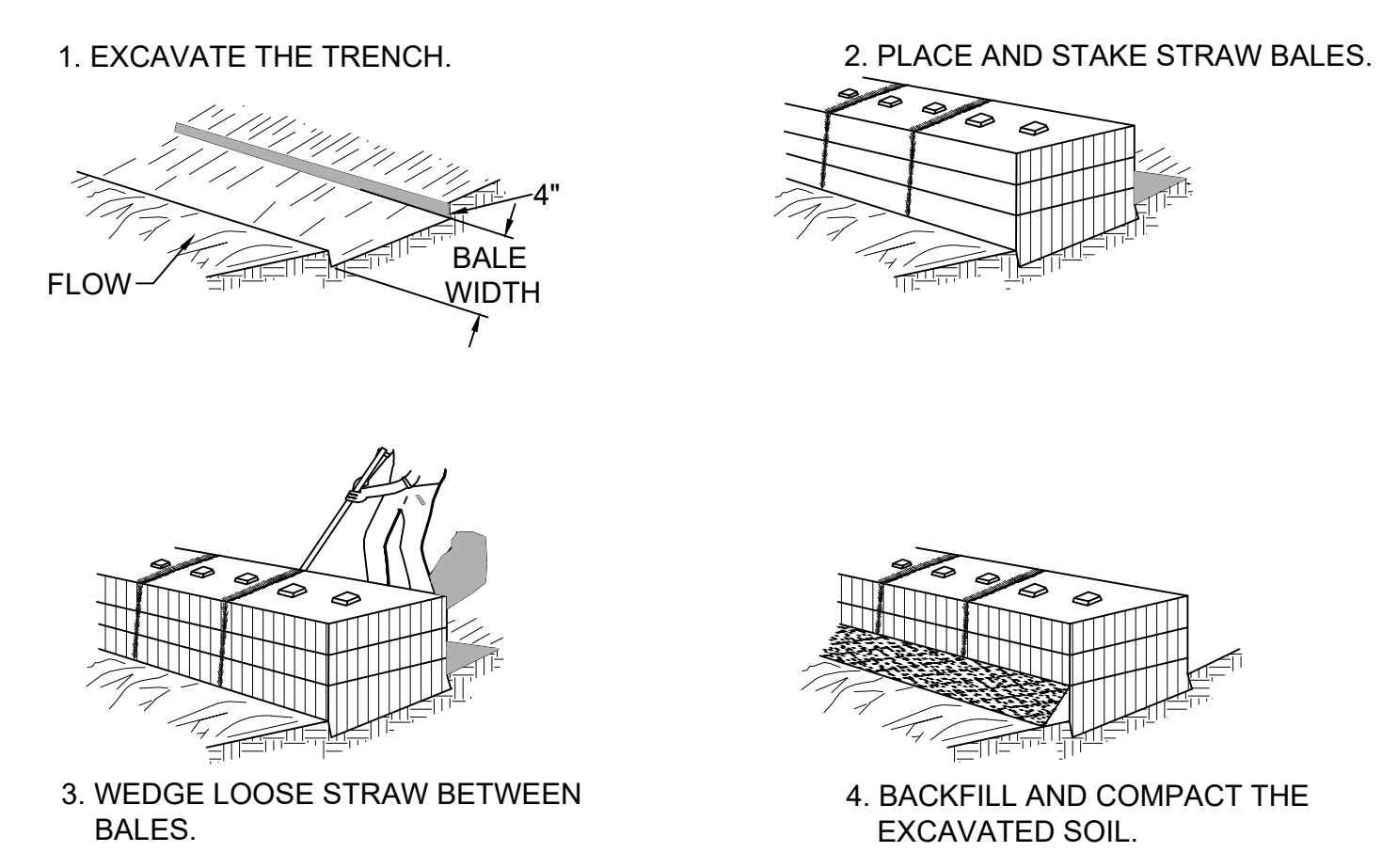




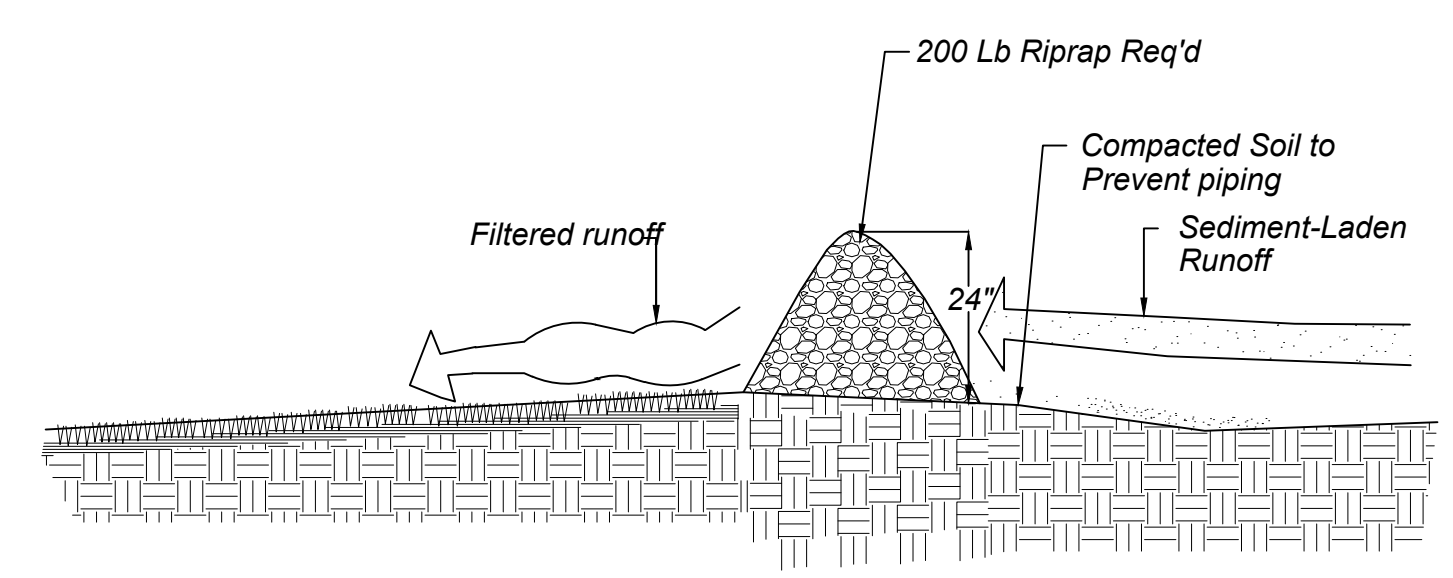
**PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY**  
NOT TO SCALE



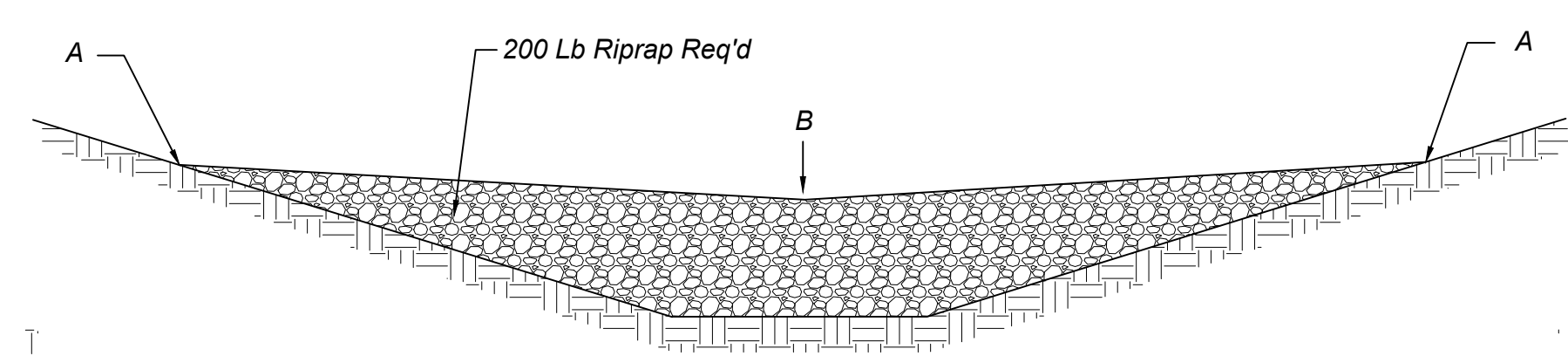
**CONSTRUCTION OF A SILT FENCE**  
NOT TO SCALE



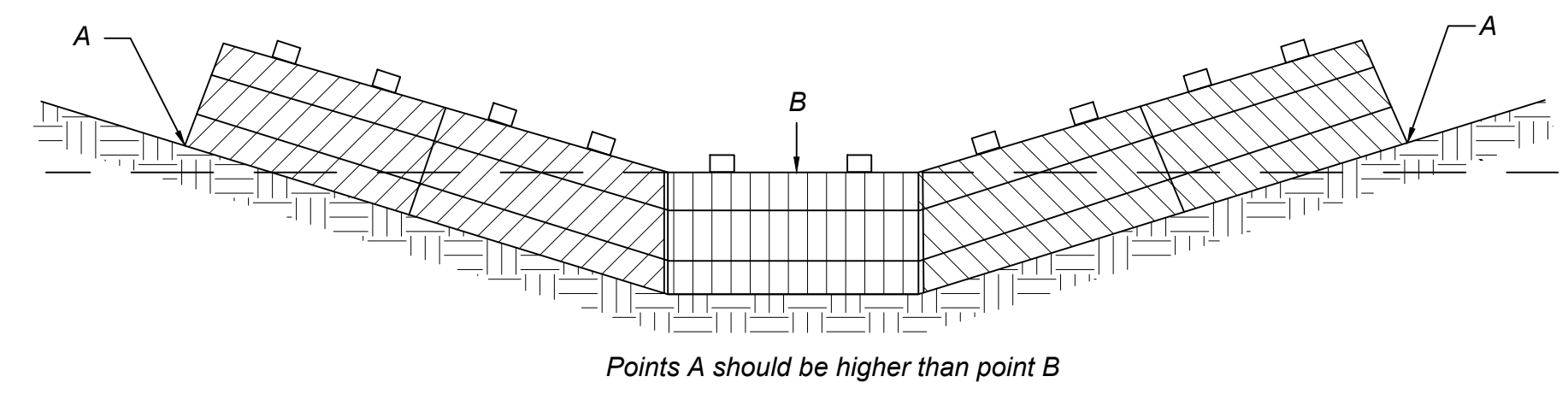
**CONSTRUCTION OF A STRAW BALE BARRIER**  
NOT TO SCALE



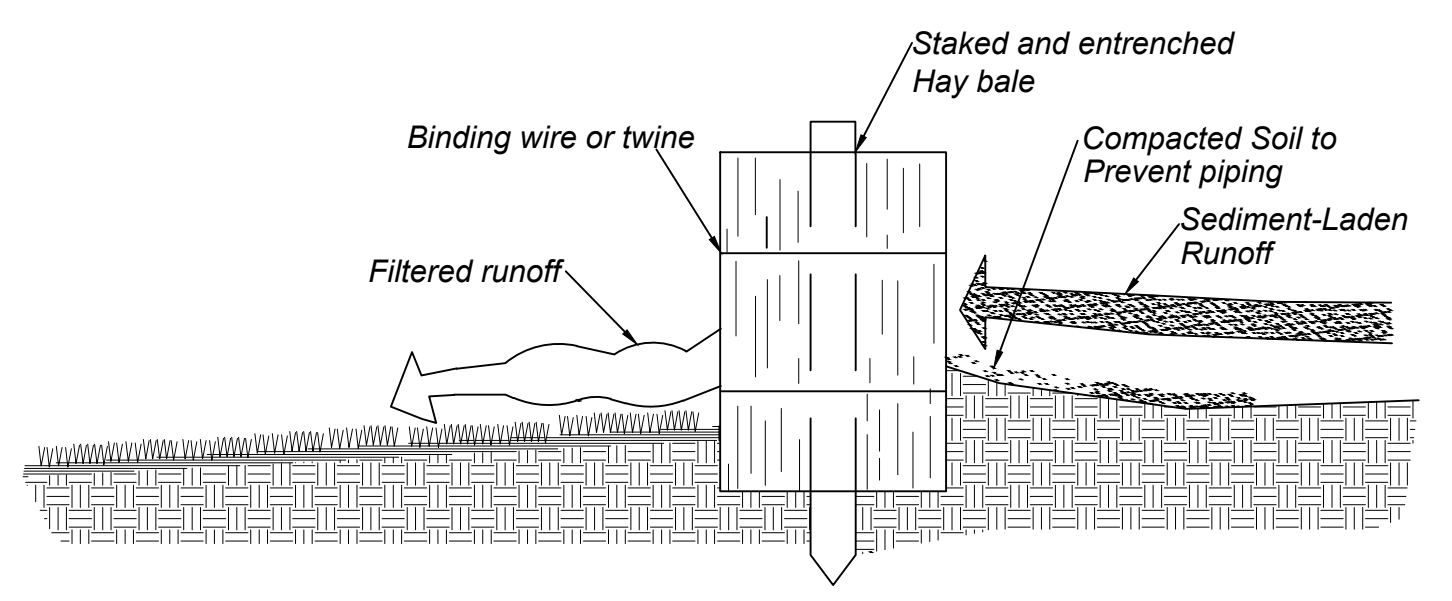
**RIPRAP DITCH CHECK ELEVATION**



**RIPRAP DITCH CHECK SECTION**

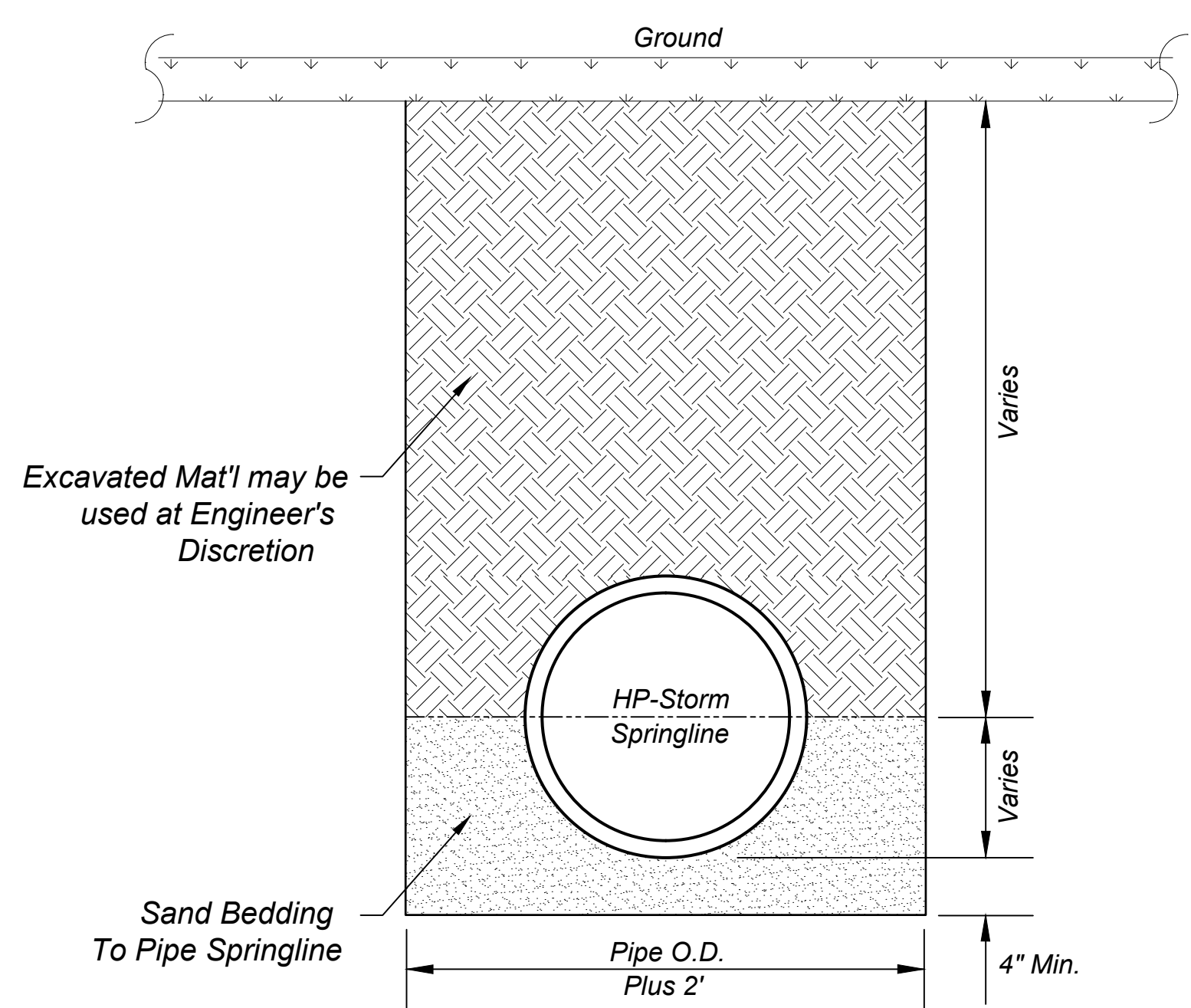


**HAY BALE DITCH CHECK ELEVATION**

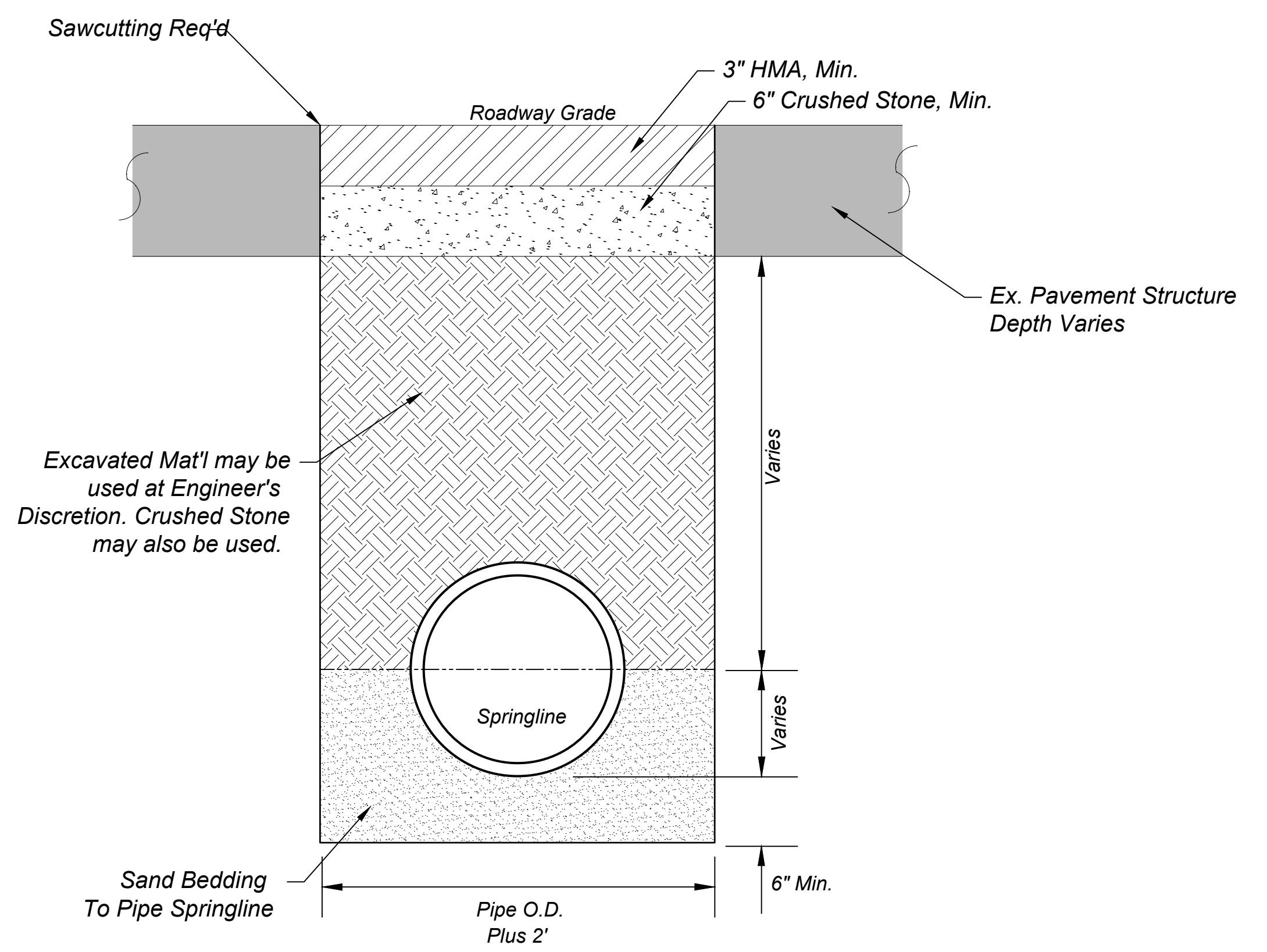


**HAY BALE DITCH CHECK SECTION**

DRAWN: TC		SCALE: 0:0		DRAWING REVISIONS			
NO.	DATE	REMARKS	NO.	DATE	REMARKS		
DESIGNED: DD	DATE: 05/30/2023						
CHECKED: DD	PROJECT: 0						



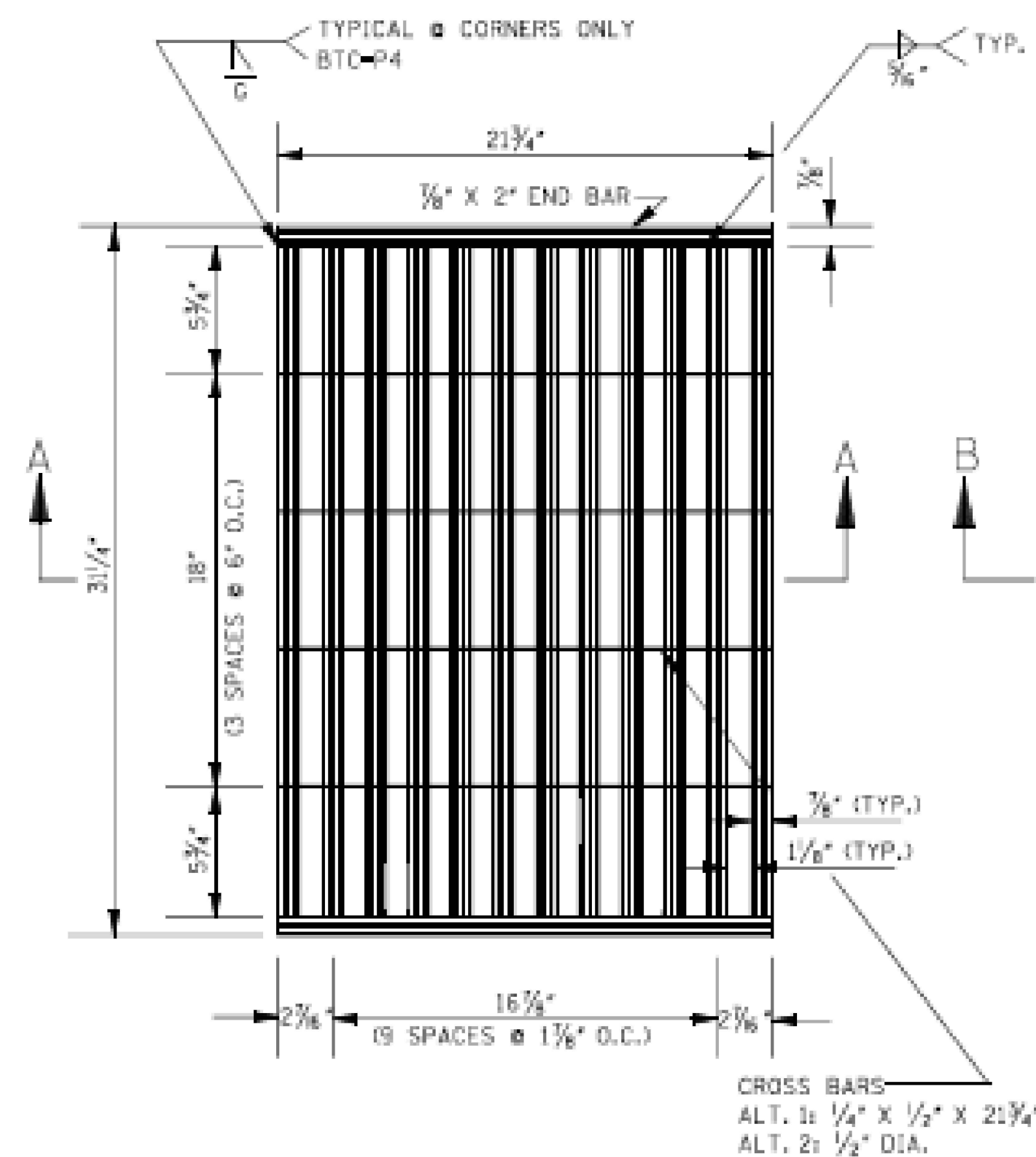
**HP-Storm PIPE INSTALLATION (NON-ROADWAY)**  
Not to Scale



**HP STORM INSTALLATION (ROADWAY)**  
Not to Scale

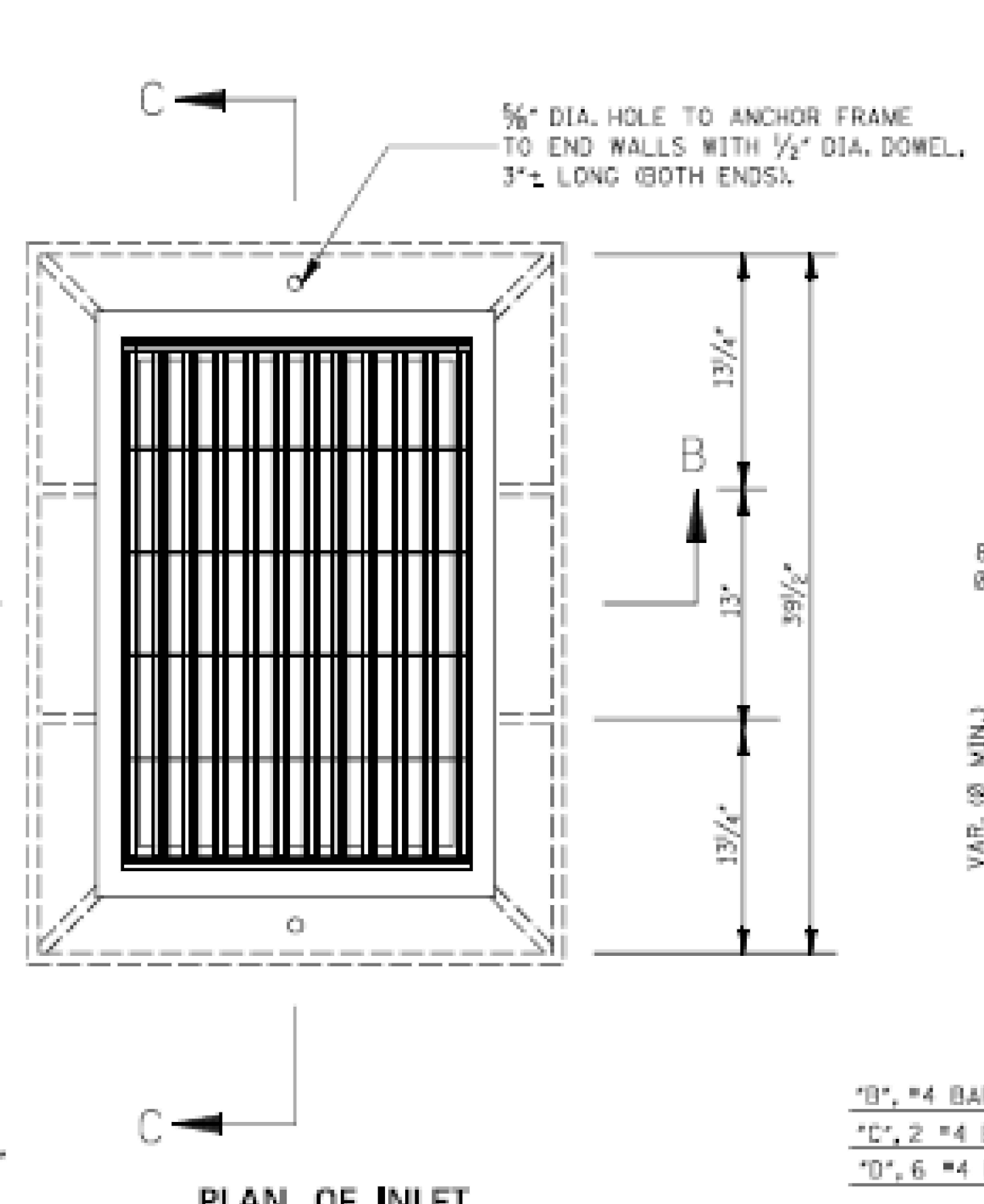
NO.	DATE	REMARKS	NO.	DATE	REMARKS

STATE	PROJECT NO.
MISS.	

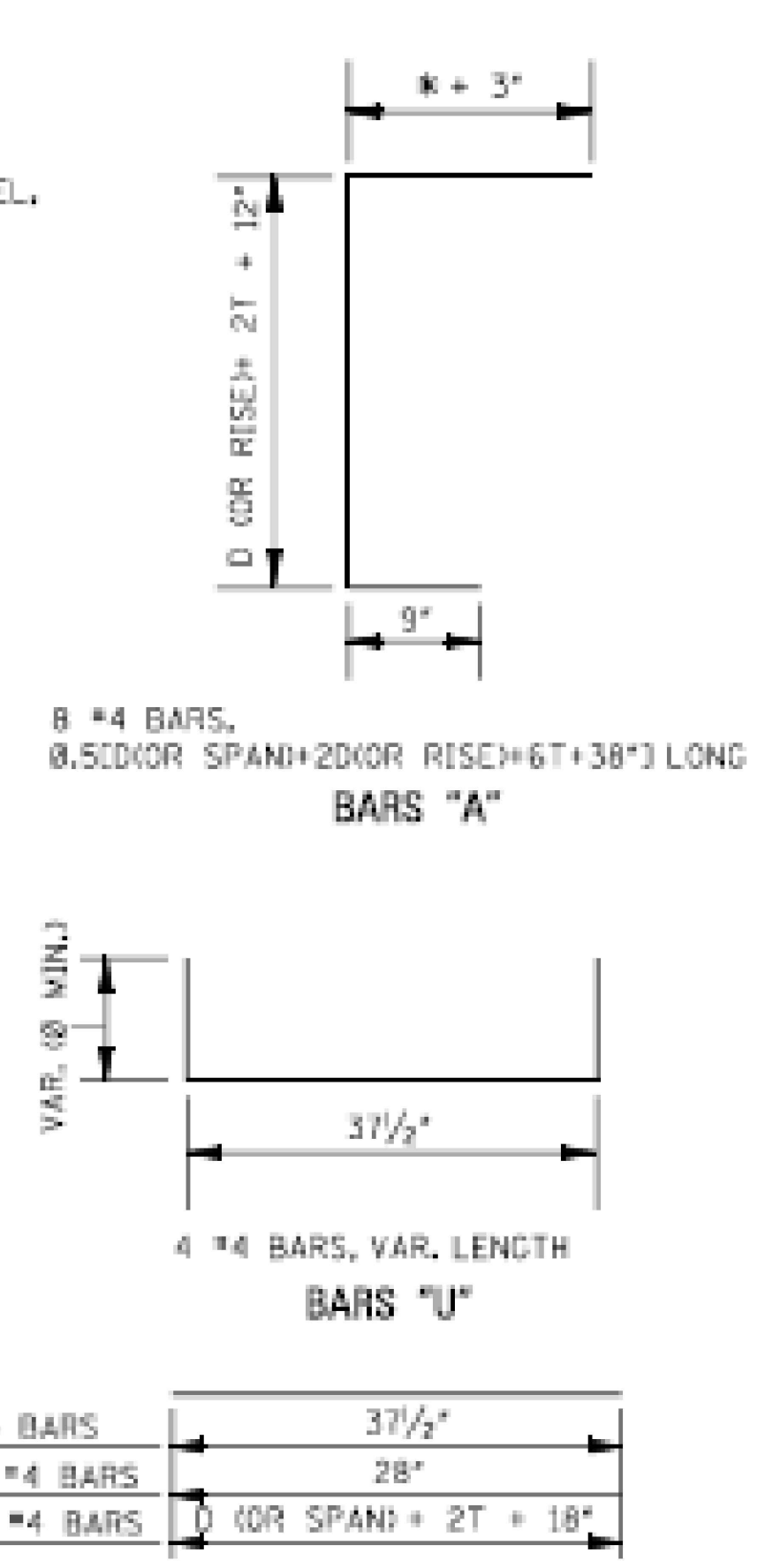


PLAN OF GRATE NO.1

NOTE: FOR OTHER GRATE DETAILS SEE SHEET 10-2.



PLAN OF INLET



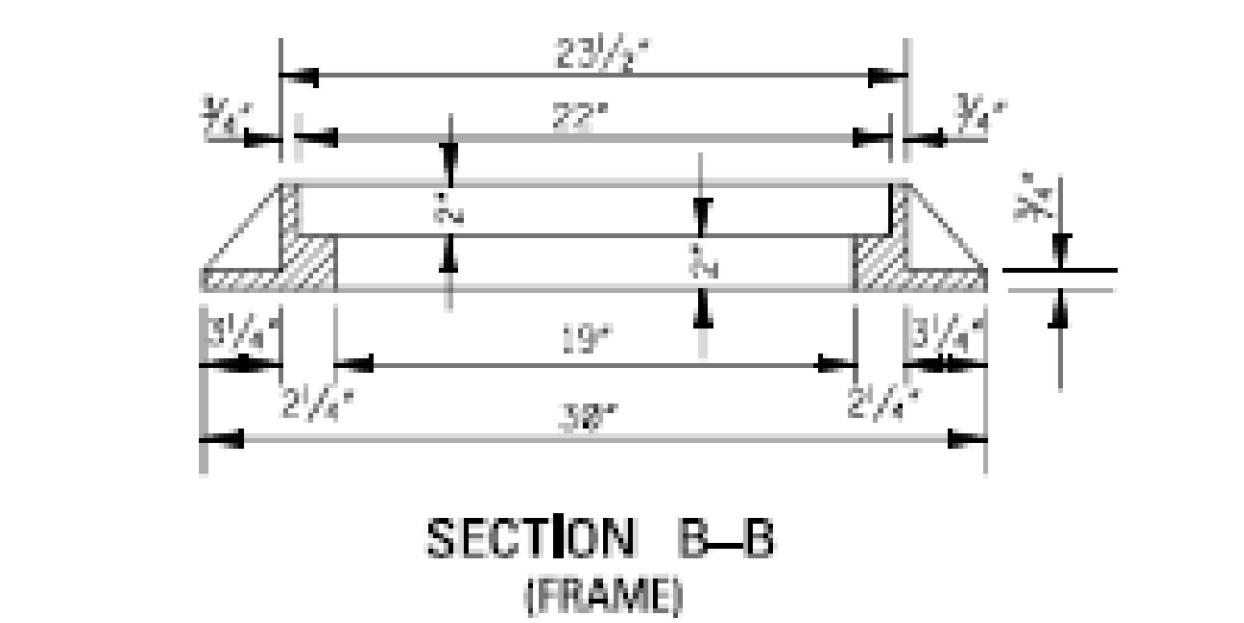
BAR DETAILS

\*NOTE:  

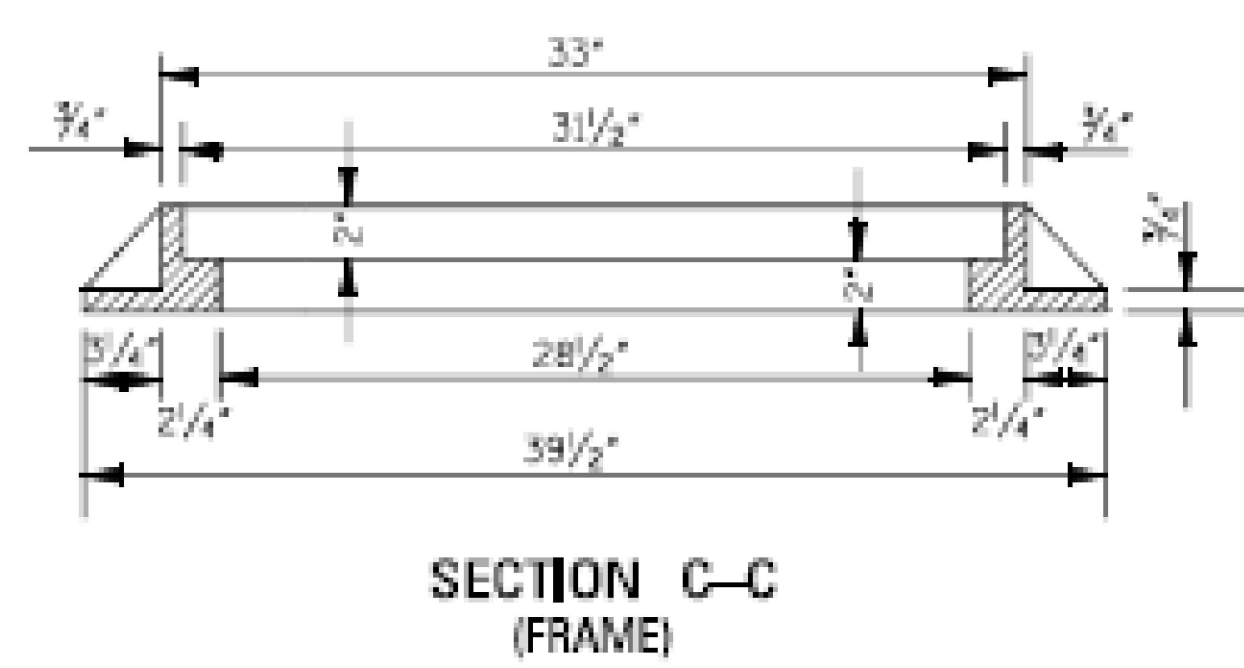
$$\frac{[D \text{ (OR SPAN)} + 2T - 18"]}{2}$$

PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd <sup>3</sup> )	T	BARS/SIZES				
		CONC. (yd <sup>3</sup> )	STEEL (lbs)			BARS/SIZES				
						"A" #4	"B" #4	"C" #4	"D" #4	"U" #4
NO. LGTH.	NO. LGTH.	NO. LGTH.	NO. LGTH.	NO. LGTH.						
18"	2.792'	0.869	76	0.053	2 1/2'	8 @ 4'-9 1/2"	12 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 3'-5"	4 @ 3'-9 1/2"
24"	3.334'	1.117	87	0.091	3'	8 @ 5'-4"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 4'-0"	4 @ 3'-9 1/2"
30"	3.875'	1.385	94	0.138	3 1/2'	8 @ 6'-2 1/2"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 4'-7"	4 @ 3'-9 1/2"
36"	4.417'	1.671	105	0.196	4'	8 @ 7'-1"	16 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-2"	4 @ 3'-9 1/2"
42"	4.959'	1.978	116	0.263	4 1/2'	8 @ 7'-11 1/2"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-9"	4 @ 3'-9 1/2"
48"	5.500'	2.305	123	0.340	5'	8 @ 8'-10"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 6'-4"	4 @ 3'-9 1/2"
54"	6.042'	2.650	135	0.427	5 1/2'	8 @ 9'-8 1/2"	20 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 6'-11"	4 @ 3'-9 1/2"
60"	6.583'	3.016	146	0.524	6'	8 @ 10'-7"	22 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 7'-6"	4 @ 3'-9 1/2"
66"	7.125'	3.402	153	0.630	6 1/2'	8 @ 11'-5 1/2"	22 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 8'-1"	4 @ 3'-9 1/2"
72"	7.667'	3.806	164	0.747	7'	8 @ 12'-4"	24 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 8'-8"	4 @ 3'-9 1/2"
22" X 13"	2.417'	0.855	76	0.053	2 1/2'	8 @ 4'-3"	12 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 3'-9"	4 @ 3'-9 1/2"
29" X 18"	2.833'	1.085	83	0.087	3'	8 @ 5'-0 1/4"	12 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 4'-4 1/2"	4 @ 3'-9 1/2"
36" X 23"	3.250'	1.358	94	0.129	3 1/2'	8 @ 5'-10"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-1"	4 @ 3'-9 1/2"
44" X 27"	3.635'	1.631	101	0.185	4'	8 @ 6'-7 1/2"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-10"	4 @ 3'-9 1/2"
51" X 31"	4.068'	1.942	113	0.245	4 1/2'	8 @ 7'-9 1/2"	16 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 6'-5"	4 @ 3'-9 1/2"
58" X 36"	4.500'	2.269	120	0.318	5'	8 @ 8'-3"	16 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 7'-2 1/2"	4 @ 3'-9 1/2"
65" X 40"	4.875'	2.575	130	0.394	5 1/2'	8 @ 9'-0"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 7'-10"	4 @ 3'-9 1/2"
73" X 45"	5.333'	2.966	139	0.489	6'	8 @ 9'-10 1/2"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 8'-7"	4 @ 3'-9 1/2"
88" X 54"	6.167'	3.765	156	0.688	7'	8 @ 11'-6"	20 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 10'-0"	4 @ 3'-9 1/2"

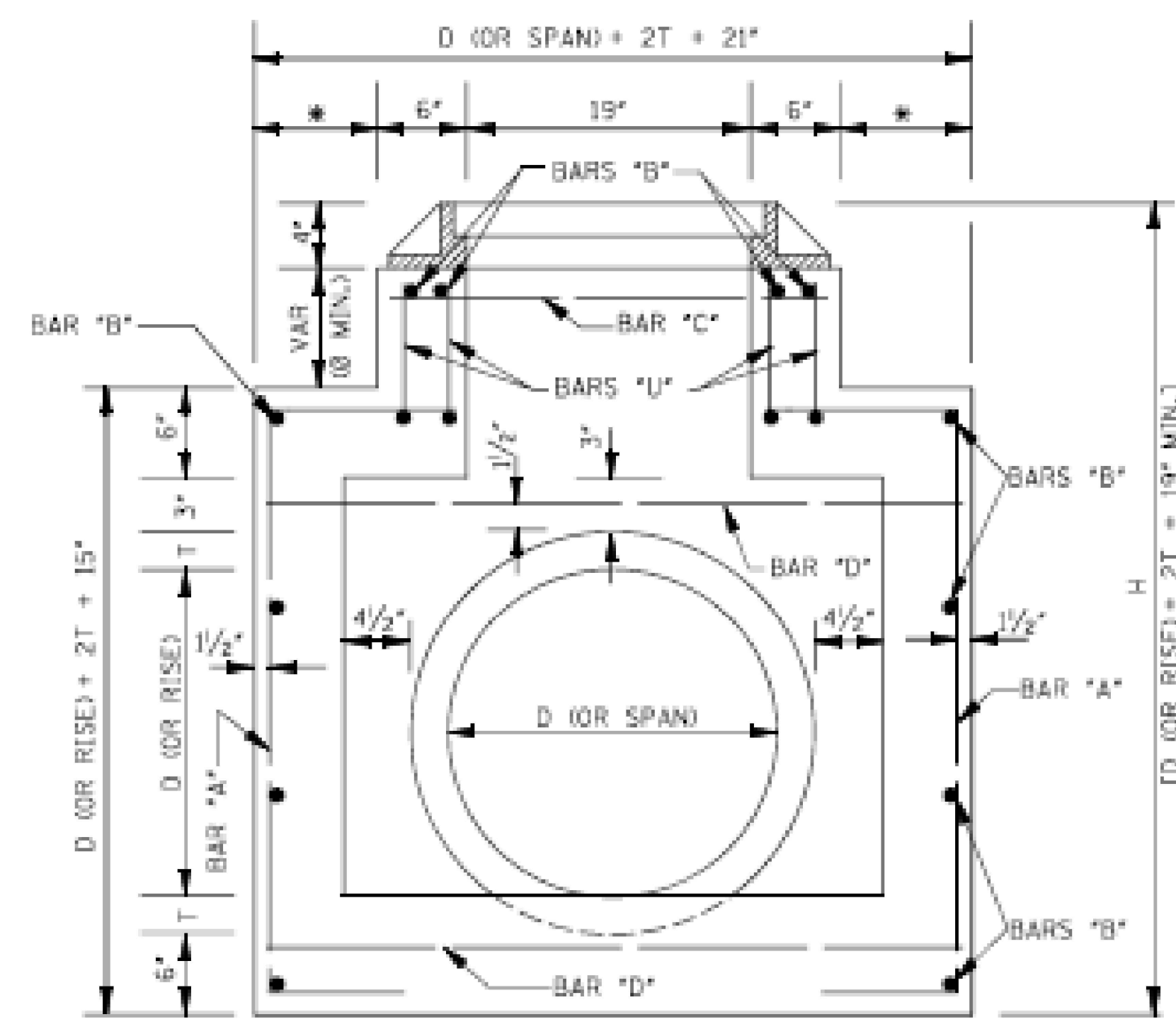
- NOTES:
- ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.
  - FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.184 yd<sup>3</sup> CLASS "B" CONCRETE AND 17 lbs REINFORCING STEEL.
  - 4 BARS "B" AND 2 BARS "C" REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT.
  - WEIGHT OF FRAME CASTING = 244 lbs.  
WEIGHT OF GRATE = SEE SHEET 10-2.



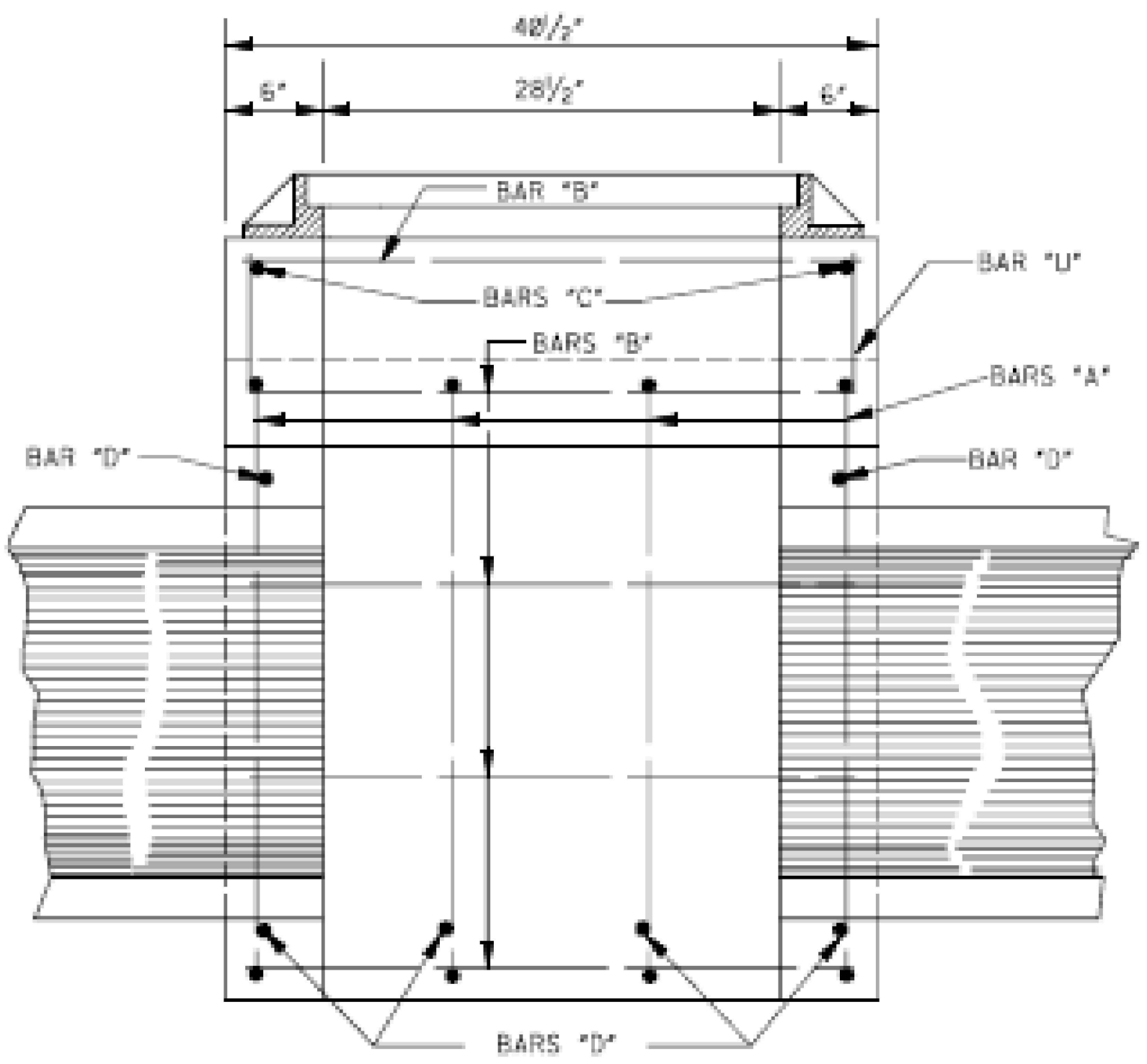
SECTION B-B (FRAME)



SECTION C-C (FRAME)



SECTION B-B

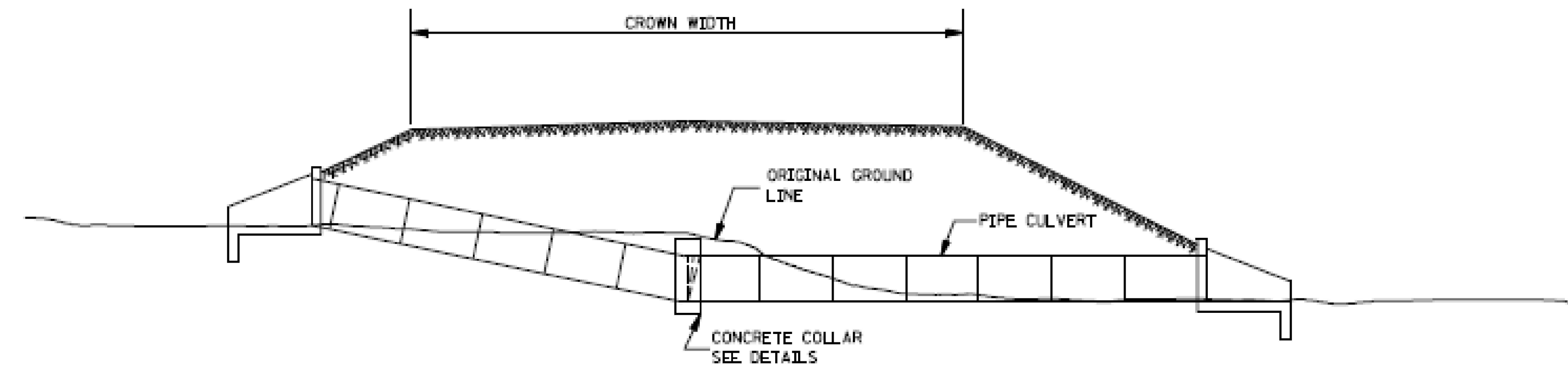


SECTION C-C

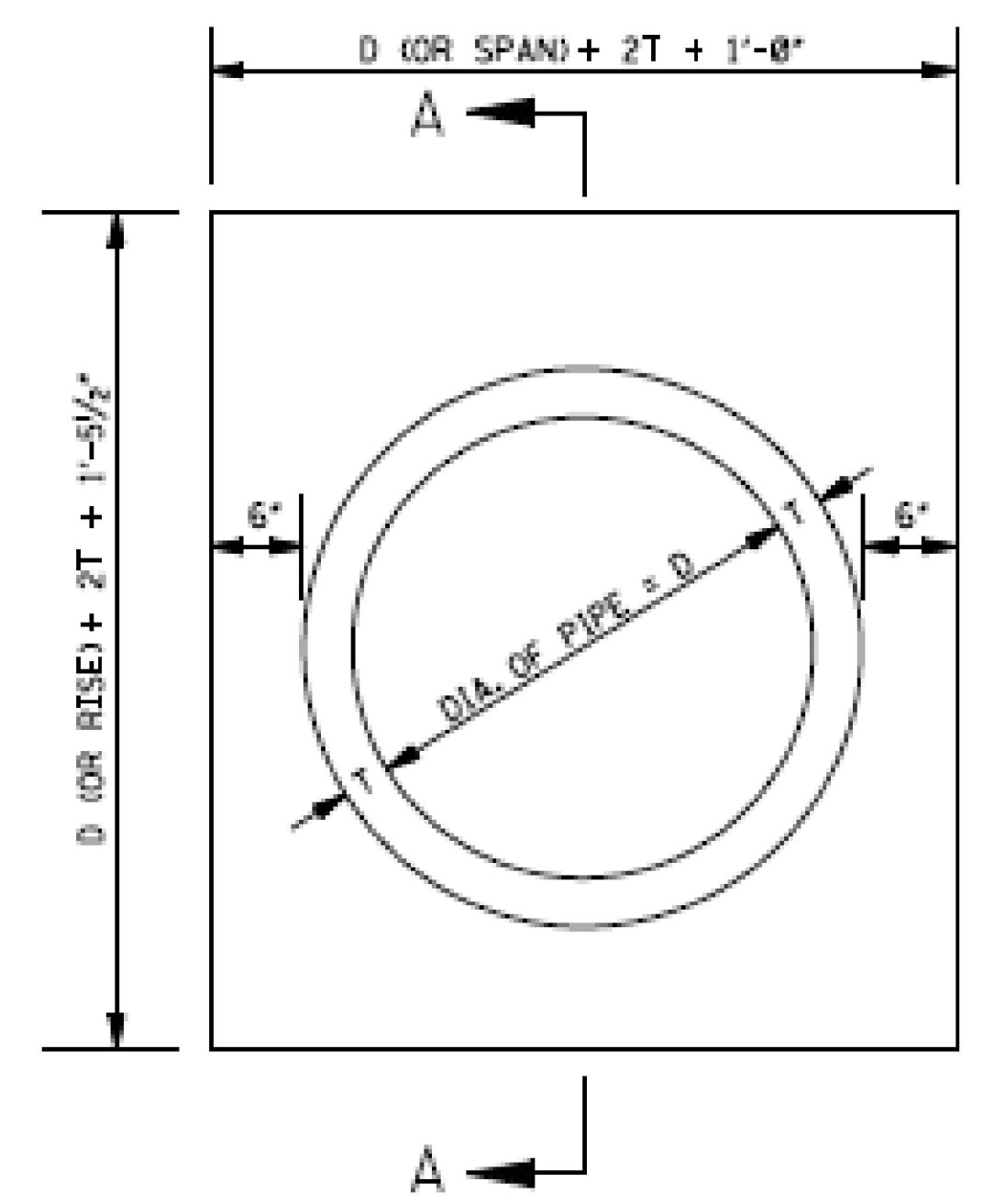
- GENERAL NOTES:
- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
  - CONCRETE SHALL BE CLASS "B" CONCRETE AND REINFORCING STEEL SHALL BE DEFORMED BARS.
  - THE CONTRACTOR HAS THE OPTION TO PROVIDE GRATE NO. 1 OR GRATE NO. 2 AS SHOWN ON SHEET 10-2.
  - FRAME TO BE GRAY IRON CASTING, (AASHTO M 105, CLASS 30).

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
DATE	ISSUE DATE: AUGUST 01, 2017
REVISION	
	<b>STORM SEWER INLET TYPE SS-3</b>
	WORKING NUMBER SS-3
	SHEET NUMBER 6525

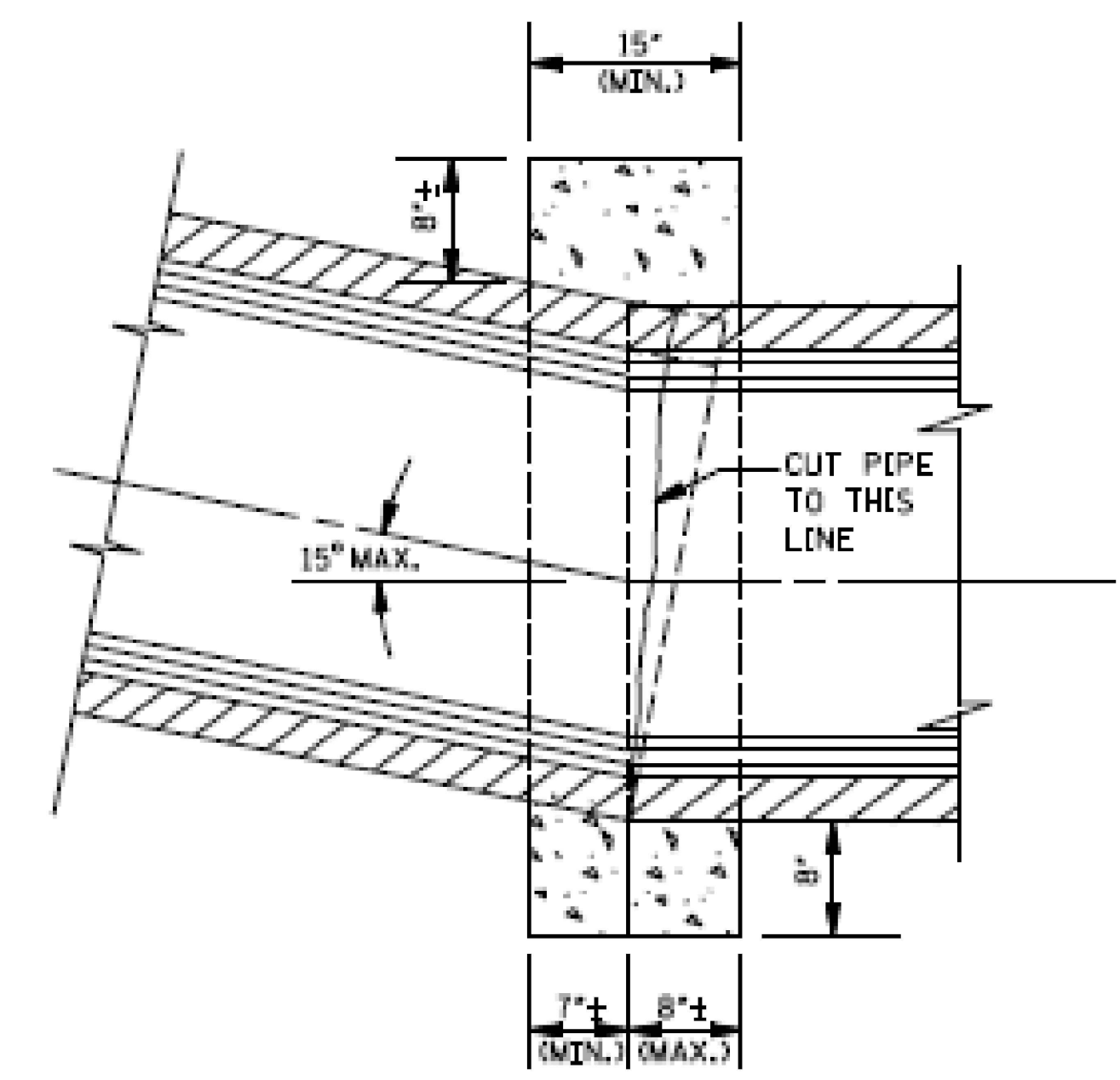
STATE	PROJECT NO.
MISS.	



TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR  
NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTES:

1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd <sup>3</sup> )	SIZE OF PIPE	CLASS "B" CONCRETE (yd <sup>3</sup> )
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.240	80 x 54	1.366
72"	1.393		

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	<b>CONCRETE PIPE COLLAR</b>
DATE	ISSUE DATE: AUGUST 01, 2017
	WORKING NUMBER PC-1
	SHEET NUMBER 6503

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July 2023. The Condition of the above obligation is such that whereas the Principal has submitted to TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"CITY PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

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

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

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

Phillips Contracting Co., Inc. (L.S.)  
Principal

Fidelity and Deposit Company of Maryland  
Surety

*[Signature]*  
By: President

*[Signature]*  
By: Peggy L. Jackson, Attorney-in-Fact



Resident MS Agent, Fisher Brown Bottrell Insurance, Inc.

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

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

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

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

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

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



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

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

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



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

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of July, 2023.



*MJ Pethick*  
By: Mary Jean Pethick  
Vice President

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

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

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

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



ADDENDUM #1

**City of Tupelo, Mississippi  
City Park Drainage Improvements  
Bid No. 2023-028PW**

**June 20, 2023**

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

1. Remove the Section A – Advertisement in its entirety and replace with the attached Advertisement that includes a Pre-Bid Meeting at the Tupelo Public Works Department at 10:00 am on Thursday, July 6, 2023.
2. Remove the Section B – Information for Bidders in its entirety and replace with the attached Information For Bidders sheets (6) that includes information related to the Pre-Bid Meeting at the Tupelo Public Works Department at 10:00 am on Thursday, July 6, 2023.
3. Remove the Section C – General Conditions of Work in its entirety and replace with the attached General Conditions of Work sheets (5) that includes information related to the Pay Item No. 22 – Temporary Fencing / Barrier.
4. Remove the Bid Form from Section D – Proposal and replace with the attached Bid Form (Sheets D-4a and D-4b) that includes new pay item for Temporary Fencing / Barrier.

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

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

*Accepted:*  
*B.D., President*  
*6-20-23*

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, July 13, 2023** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*CITY PARK DRAINAGE IMPROVEMENTS*", **Bid No. 2023-028PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of drainage improvements to include removal and replacement of existing drainage pipes, concrete inlets and related infrastructure located adjacent to existing City Park baseball fields within the City of Tupelo. The work will include removal of asphalt pavement, concrete sidewalk, excavation, concrete inlets, etc. in order to remove existing 30" RCP and 42" RCP drainage pipes adjacent to and within the existing baseball fields. The contractor will be required to replace the existing infrastructure, which includes the installation of approximately 140 LF 48" HDPE drain pipe, 485 LF of 60" RCP, three concrete grate inlets, sidewalks/walking trails, etc. in order to provide improved collection, conveyance and capacity in the existing drainage system. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the, Project Drawings, General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **45** consecutive calendar days. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Thursday, July 6, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to Plan House at 662-407-0193.

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

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

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

**CITY OF TUPELO, MISSISSIPPI**

**BY: s/b Traci Dillard**  
**TRACI DILLARD, City Purchasing Clerk**

*Publish Dates: 06/13/2023 and 06/20/2023 in the NE Mississippi Daily Journal.*

## INFORMATION FOR BIDDERS

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

- A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, July 13, 2023** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the **"CITY PARK DRAINAGE IMPROVEMENTS"**, **Bid No. 2023-028PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).
- B. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Thursday, July 6, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.
- C. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org).**

### 2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids **(in duplicate)** in an opaque sealed envelope marked in the lower left hand corner as follows:
1. Bid for construction of: **"CITY PARK DRAINAGE IMPROVEMENTS"**
  2. Certificate of Responsibility No. \_\_\_\_\_.
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

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

4. **Addenda and Interpretations:**

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

5. **Certificate of Responsibility Number:**

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

6. **Notice to Nonresident Bidders:**

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

- of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.
12. **Public Access / Public Safety:** IT SHALL BE THE REponsibility OF THE CONTRACTOR TO UNDERSTAND THE PROXIMITY OF THE IMPROVEMENTS FALL WITHIN AN EXISTING PUBLIC PARK FACILITY THAT IS VISITED BY PEDESTRIANS DAILY. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE TEMPORARY FENCING, OR SOME FORM OF ADEQUATE BARRIER TO BE APPROVED BY THE OWNER, AROUND CONSTRUCTION WORK AREAS IN ORDER TO PROTECT THE PUBLIC/PEDESTRIANS DURING THE TERM OF THE PROPOSED IMPROVEMENTS. ACCESS TO PEDESTRIANS SHALL BE RESTRICTED AT ALL TIMES BY THE CONTRACTOR AND FENCING/BARRIERS SHALL BE REQUIRED AT NIGHT/NON-WORK TIMES AS WELL TO PREVENT ACCESS TO TRENCHES, EQUIPMENT, ETC. THAT IMPACT PUBLIC SAFETY.
  13. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
  14. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
  15. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
  16. **Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
  17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
  18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
  19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
    - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to

any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

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

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.
23. **Issuance of "Notice to Proceed":** Should the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.

END OF SECTION



## SECTION C – GENERAL CONDITIONS OF WORK

### CITY OF TUPELO PUBLIC WORKS DEPARTMENT

**DATE:** June 20, 2023

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

**PROJECT:** CITY PARK DRAINAGE IMPROVEMENTS – BID NO. 2023-028PW

The Contract Documents also include an official set of construction plans/project drawings to graphically represent the proposed improvements that shall be provided by the Contractor for this project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be in regards to the specific Project Drawings issued for this project by the Engineer. The Scope of Work shall not supersede the Project Drawings or Technical Specifications but shall provide a supplement to the conditions that are included in the proposed project.

#### GENERAL PROJECT INFORMATION

Generally, this contract is to provide the labor, equipment and materials as necessary to provide the work as described herein. Drawings of the proposed project area and proposed improvements are provided as an Attachment to and made part of the Contract Documents for this project. Materials and supplies provided by the Contractor shall be in accordance with the Project Drawings, Technical Specifications and applicable local, state and federal guidelines associated with providing the specified items on the Bid Form.

Work on the project shall consist of providing the items included on the bid form and all other necessary work, including incidentals, required to provide a complete project in accordance with the directives included herein, the Project Drawings, Technical Specifications, manufacturer's material recommendations and all applicable local, state and federal guidelines associated with the types of work required for completing the proposed improvements. If there is not a pay item associated with a specific type of work or material that is required for providing the necessary improvements, then such work and/or materials shall be provided by the Contractor and shall be absorbed into other pay items that are included on the bid form. No additional or separate payment shall be provided by the Owner for providing the labor, materials, work, etc. as required to meet the project requirements related to the improvements specified herein.

#### PROJECT AREA

All proposed project work related to this contract shall be within the Tupelo City Limits located within or immediately adjacent to City Park. The project area shall be confined to the city property of City Park and the existing City Park baseball fields and sidewalks / driveway as shown on the project

drawings. All proposed improvements shall be located within the City of Tupelo property, including City Park and local street rights-of-way (ROW). The contractor shall not be authorized by the Owner to access or utilize any other portions of the park or any private property. If the contractor utilizes any other public or private property during this project, the contractor shall be responsible for obtaining the necessary written permission as required for access/use from respective property owners. Upon the completion of the delivery of concrete to each project site, the City shall provide a place for the wash out and cleanup of Contractor's equipment. The contractor shall not be permitted to wash out concrete or other materials into ditches, storm drains, drainage ways, etc. or along areas of the Park that are not approved by the Owner.

#### PROJECT PAY ITEMS

1. **MOBILIZATION:** The contractor shall include a lump sum price for the delivery and removal of project equipment and materials that are required for the project. If necessary, other incidental materials, equipment, work, etc. that is not specifically defined or for which a specific pay item is not included may be absorbed into the lump sum price for this pay item. Payment shall be made in accordance with the format defined in the Specifications.
2. **CLEARING & GRUBBING:** The contractor shall remove the necessary vegetation along the existing drainage ditch in order to access the inlet/outlet locations of the existing and proposed drainage pipes. The contractor shall only clear what is necessary to provide the work as defined in the contract documents, including drawing and specifications. Erosion control measures should be installed prior to any activities that will disturb the existing soils.
3. **REMOVE & REPLACE CHAIN LINK FENCE:** The contractor shall be required to remove existing chain link fencing on the perimeter of the baseball fields in order to complete the proposed drainage improvements. The contractor shall utilize the areas where fencing is removed in order to access the portion of the project site that lies in the baseball field itself. The removed sections will be re-installed by the contractor following the other proposed project improvements. If the contractor damages the existing iron fencing during the removal work or transport, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner. Once the project is complete, the contractor shall bring the removed fence sections back to the project site and re-install the chain link fencing to a condition equal to or better than pre-construction conditions. If new posts are required for installation, any associated costs for re-installation shall be absorbed into this pay item as part of the unit price on the Bid Form. If the contractor damages the existing fencing during the transport or re-installation, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner.
4. **REMOVAL OF ASPHALT PAVEMENT:** The contractor shall sawcut, remove and dispose of existing asphalt pavement as required to provide the drainage removal and installation work defined in the Contract Documents. Removal of existing asphalt pavement shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials

associated the removal of the existing asphalt pavement shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.

5. **REMOVAL OF CONCRETE SIDEWALK:** If required in order to remove the existing pipe culverts, the contractor shall sawcut, remove and dispose of existing concrete sidewalks as required to provide the other removal and installation work defined in the Contract Documents. Removal of existing concrete sidewalk shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials associated the removal of the existing concrete sidewalk shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
6. **REMOVAL OF EXISTING CONCRETE INLETS:** The contractor shall remove three (3) existing drainage inlets with cast iron grates as identified on the Project Drawings. Any work, equipment or materials associated the removal of the existing inlets shall be an absorbed cost included as part of this pay item on the Bid Form. This includes disconnecting the existing pipes from inlet and disposal of the existing concrete materials.
7. **REMOVAL OF EXISTING RIP-RAP:** The contractor shall remove and dispose of existing rip-rap located near the existing concrete inlet at the downstream end of the project limits. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
8. **REMOVAL OF 30" RCP:** The contractor shall remove and dispose of existing 30" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
9. **REMOVAL OF 42" RCP:** The contractor shall remove and dispose of existing 42" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
10. **ASPHALT PAVEMENT / WALKING TRACK:** The contractor shall replace the asphalt pavement walking track removed from the project site and shall match existing adjacent paved walking track.
11. **CONCRETE SIDEWALK, MATCH EXISTING:** The contractor shall replace the concrete sidewalks removed from the project site and shall match existing adjacent sidewalk.
12. **SAWCUTTING:** This pay item shall be utilized for sawcut joints to existing asphalt pavement and existing concrete curb / sidewalks as required for the removal and replacement of these items as necessary to perform the proposed pipe and inlet installation. The existing roadway, parking lot, curb and sidewalk shall be cut in straight lines/edges prior to the removal of these

items so that the contractor shall replace the pavement, curb & sidewalk to clean edges to provide the best possible match to existing infrastructure.

13. **CRUSHED STONE BASE MATERIAL:** The contractor shall provide and install crushed stone as required to provide bedding/backfill for the proposed drainage pipe installation. Bedding/backfill shall be placed per the requirements included on the trench installation detail sheet in the project drawings and as approved by the Owner.
14. **BORROW EXCAVATION:** The contractor shall stockpile and utilize existing soils removed from the project site as backfill around the proposed pipes, inlets, etc. and to fill in voids/sinkholes, etc. as necessary for finished grading. This related excavation work shall be absorbed into other pay items related to the removal and installation of drainage pipes. In addition, the contractor shall be required to provide and place borrow material as directed by the Engineer if existing soils are not suitable for placement under paved areas.
15. **48" HDPE DRAINAGE PIPE:** Following the removal of the existing drain pipes, the contractor shall provide and install new 48" HDPE drainage pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
16. **60" RCP DRAINAGE PIPE:** Following the removal of the existing drain pipes, the contractor shall provide and install new 60" reinforced concrete pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
17. **REINFORCED CONCRETE INLET:** The contractor shall provide and install new reinforced concrete inlets as identified on the Project Drawings. Reinforced concrete inlets shall be paid for as a whole finished unit and may be pre-cast or cast-in-place by the contractor. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
18. **3' X 3' CAST IRON GRATE:** The contractor shall provide and install a new ADA compliant cast iron grate with maximum 3/8" gaps on the proposed reinforced concrete inlet as identified on the project drawings. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
19. **CONCRETE, CLASS B:** This pay item shall be utilized for installing concrete pipe collars as required to make connections to existing pipes and for setting fence posts as required to re-

install the existing chain link fencing. No separate payment shall be made using this pay item for other items (i.e. junction box, inlets, curb, sidewalk, etc.) listed on the bid form.

20. CONNECT TO EXISTING PIPES: The contractor shall provide the connection to the new pipes at the unit price included on the bid form for this pay item. This price shall include all incidentals, labor, equipment, materials, etc. required to provide the connection in the field. If concrete is required to make the connection, then the contractor shall be paid separately for the concrete per the unit price listed on the bid form for the "Concrete, Class B" pay item at each connection.
21. SOLID SODDING: The contractor shall provide and install grass sodding to match the existing grass type in the property of the park. This work shall include watering, finish grading, etc. as required to install the sodding in a manner that promotes positive drainage and that matches the adjacent grades. No separate payment will be made for incidental work, equipment, materials, etc. required to provide and install the sodding as required for final approval and acceptance of the Owner.
22. TEMPORARY FENCING / BARRIER: The contractor shall be required to provide and install temporary fencing around the project site for all areas outside of the existing chain link fencing for each baseball field. Areas inside the baseball fields will not require temporary fencing on each side as long as the perimeter fencing is kept secure from access. The contractor may utilize chain link fence sections, temporary plastic construction fencing, or other barricades / barriers that are approved by the Owner and Engineer that restrict access to and from the site for pedestrians, etc. in the park area. The fenced in area will need to be maintained during non-work hours to restrict access for pedestrians, etc. as adjacent park areas are utilized at all times of the day and night.
23. EROSION CONTROL: The contractor shall be required to provide and implement and erosion control plan prior to and during the project. All design, permitting, installation, maintenance of erosion control measures shall be included as part of this pay item, including the development of the Small Construction Notice of Intent (SCNOI), SWPPP, Erosion Control Plan as required per MDEQ standards for small construction projects.

All proposed pipes and inlets shall be backfilled and bedded as required in the technical specifications and/or per the recommendations of the material manufacturer. The connection of existing pipes to the new inlets and the connection of new pipes to new inlets shall be an absorbed cost and shall be provided by the contractor to meet any applicable specifications at no additional cost to the Owner, with the exception of the "Concrete, Class B" pay item that shall be utilized as required to make the necessary connections.

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

ADDENDUM #2

**City of Tupelo, Mississippi  
City Park Drainage Improvements  
Bid No. 2023-028PW**

**July 10, 2023**

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

1. Remove the Section C – General Conditions of Work in its entirety and replace with the attached General Conditions of Work sheets (6) that includes information related to the Pay Item No. 24 – Irrigation System Repairs, (As Req'd).
2. Remove the Bid Form from Section D – Proposal and replace with the attached Bid Form (Sheets D-4a and D-4b) that includes Pay Item No. 24 – Irrigation System Repairs, (As Req'd).
3. A Pre-Bid Meeting was held on Wednesday, July 6, 2023 at Tupelo Public Works Department. The Meeting Minutes from this meeting are attached and made part of the Contract Documents for this project.

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

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

Accepted!  
B. Z. P., President  
7-10-23

*Dabbs Corporation*

*Addendum #2 – 2023-028PW*

## SECTION C – GENERAL CONDITIONS OF WORK

### CITY OF TUPELO PUBLIC WORKS DEPARTMENT

**DATE:** July 7, 2023 (Addendum No. 2)

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

**PROJECT:** CITY PARK DRAINAGE IMPROVEMENTS – BID NO. 2023-028PW

The Contract Documents also include an official set of construction plans/project drawings to graphically represent the proposed improvements that shall be provided by the Contractor for this project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be in regards to the specific Project Drawings issued for this project by the Engineer. The Scope of Work shall not supersede the Project Drawings or Technical Specifications but shall provide a supplement to the conditions that are included in the proposed project.

#### GENERAL PROJECT INFORMATION

Generally, this contract is to provide the labor, equipment and materials as necessary to provide the work as described herein. Drawings of the proposed project area and proposed improvements are provided as an Attachment to and made part of the Contract Documents for this project. Materials and supplies provided by the Contractor shall be in accordance with the Project Drawings, Technical Specifications and applicable local, state and federal guidelines associated with providing the specified items on the Bid Form.

Work on the project shall consist of providing the items included on the bid form and all other necessary work, including incidentals, required to provide a complete project in accordance with the directives included herein, the Project Drawings, Technical Specifications, manufacturer's material recommendations and all applicable local, state and federal guidelines associated with the types of work required for completing the proposed improvements. If there is not a pay item associated with a specific type of work or material that is required for providing the necessary improvements, then such work and/or materials shall be provided by the Contractor and shall be absorbed into other pay items that are included on the bid form. No additional or separate payment shall be provided by the Owner for providing the labor, materials, work, etc. as required to meet the project requirements related to the improvements specified herein.

#### PROJECT AREA

All proposed project work related to this contract shall be within the Tupelo City Limits located within or immediately adjacent to City Park. The project area shall be confined to the city property of City Park and the existing City Park baseball fields and sidewalks / driveway as shown on the project

drawings. All proposed improvements shall be located within the City of Tupelo property, including City Park and local street rights-of-way (ROW). The contractor shall not be authorized by the Owner to access or utilize any other portions of the park or any private property. If the contractor utilizes any other public or private property during this project, the contractor shall be responsible for obtaining the necessary written permission as required for access/use from respective property owners. Upon the completion of the delivery of concrete to each project site, the City shall provide a place for the wash out and cleanup of Contractor's equipment. The contractor shall not be permitted to wash out concrete or other materials into ditches, storm drains, drainage ways, etc. or along areas of the Park that are not approved by the Owner.

#### PROJECT PAY ITEMS

1. **MOBILIZATION:** The contractor shall include a lump sum price for the delivery and removal of project equipment and materials that are required for the project. If necessary, other incidental materials, equipment, work, etc. that is not specifically defined or for which a specific pay item is not included may be absorbed into the lump sum price for this pay item. Payment shall be made in accordance with the format defined in the Specifications.
2. **CLEARING & GRUBBING:** The contractor shall remove the necessary vegetation along the existing drainage ditch in order to access the inlet/outlet locations of the existing and proposed drainage pipes. The contractor shall only clear what is necessary to provide the work as defined in the contract documents, including drawing and specifications. Erosion control measures should be installed prior to any activities that will disturb the existing soils.
3. **REMOVE & REPLACE CHAIN LINK FENCE:** The contractor shall be required to remove existing chain link fencing on the perimeter of the baseball fields in order to complete the proposed drainage improvements. The contractor shall utilize the areas where fencing is removed in order to access the portion of the project site that lies in the baseball field itself. The removed sections will be re-installed by the contractor following the other proposed project improvements. If the contractor damages the existing iron fencing during the removal work or transport, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner. Once the project is complete, the contractor shall bring the removed fence sections back to the project site and re-install the chain link fencing to a condition equal to or better than pre-construction conditions. If new posts are required for installation, any associated costs for re-installation shall be absorbed into this pay item as part of the unit price on the Bid Form. If the contractor damages the existing fencing during the transport or re-installation, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner.
4. **REMOVAL OF ASPHALT PAVEMENT:** The contractor shall sawcut, remove and dispose of existing asphalt pavement as required to provide the drainage removal and installation work defined in the Contract Documents. Removal of existing asphalt pavement shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials



associated the removal of the existing asphalt pavement shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.

5. **REMOVAL OF CONCRETE SIDEWALK:** If required in order to remove the existing pipe culverts, the contractor shall sawcut, remove and dispose of existing concrete sidewalks as required to provide the other removal and installation work defined in the Contract Documents. Removal of existing concrete sidewalk shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials associated the removal of the existing concrete sidewalk shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
6. **REMOVAL OF EXISTING CONCRETE INLETS:** The contractor shall remove three (3) existing drainage inlets with cast iron grates as identified on the Project Drawings. Any work, equipment or materials associated the removal of the existing inlets shall be an absorbed cost included as part of this pay item on the Bid Form. This includes disconnecting the existing pipes from inlet and disposal of the existing concrete materials.
7. **REMOVAL OF EXISTING RIP-RAP:** The contractor shall remove and dispose of existing rip-rap located near the existing concrete inlet at the downstream end of the project limits. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
8. **REMOVAL OF 30" RCP:** The contractor shall remove and dispose of existing 30" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
9. **REMOVAL OF 42" RCP:** The contractor shall remove and dispose of existing 42" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
10. **ASPHALT PAVEMENT / WALKING TRACK:** The contractor shall replace the asphalt pavement walking track removed from the project site and shall match existing adjacent paved walking track.
11. **CONCRETE SIDEWALK, MATCH EXISTING:** The contractor shall replace the concrete sidewalks removed from the project site and shall match existing adjacent sidewalk.
12. **SAWCUTTING:** This pay item shall be utilized for sawcut joints to existing asphalt pavement and existing concrete curb / sidewalks as required for the removal and replacement of these items as necessary to perform the proposed pipe and inlet installation. The existing roadway, parking lot, curb and sidewalk shall be cut in straight lines/edges prior to the removal of these

items so that the contractor shall replace the pavement, curb & sidewalk to clean edges to provide the best possible match to existing infrastructure.

13. **CRUSHED STONE BASE MATERIAL:** The contractor shall provide and install crushed stone as required to provide bedding/backfill for the proposed drainage pipe installation. Bedding/backfill shall be placed per the requirements included on the trench installation detail sheet in the project drawings and as approved by the Owner. Crushed stone, minimum thickness of 6 inches, will also be required under proposed asphalt & concrete paved areas.
14. **BORROW EXCAVATION:** The contractor shall stockpile and utilize existing soils removed from the project site as backfill around the proposed pipes, inlets, etc. and to fill in voids/sinkholes, etc. as necessary for finished grading. This related excavation work shall be absorbed into other pay items related to the removal and installation of drainage pipes. In addition, the contractor shall be required to provide and place borrow material as directed by the Engineer if existing soils are not suitable for placement under paved areas.
15. **48" HDPE DRAINAGE PIPE:** Following the removal of the existing drain pipes, the contractor shall provide and install new 48" HDPE drainage pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
16. **60" RCP DRAINAGE PIPE:** Following the removal of the existing drain pipes, the contractor shall provide and install new 60" reinforced concrete pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
17. **REINFORCED CONCRETE INLET:** The contractor shall provide and install new reinforced concrete inlets as identified on the Project Drawings. Reinforced concrete inlets shall be paid for as a whole finished unit and may be pre-cast or cast-in-place by the contractor. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
18. **3' X 3' CAST IRON GRATE:** The contractor shall provide and install a new ADA compliant cast iron grate with maximum 3/8" gaps on the proposed reinforced concrete inlet as identified on the project drawings. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.

19. CONCRETE, CLASS B: This pay item shall be utilized for installing concrete pipe collars as required to make connections to existing pipes and for setting fence posts as required to re-install the existing chain link fencing. No separate payment shall be made using this pay item for other items (i.e. junction box, inlets, curb, sidewalk, etc.) listed on the bid form.
20. CONNECT TO EXISTING PIPES: The contractor shall provide the connection to the new pipes at the unit price included on the bid form for this pay item. This price shall include all incidentals, labor, equipment, materials, etc. required to provide the connection in the field. If concrete is required to make the connection, then the contractor shall be paid separately for the concrete per the unit price listed on the bid form for the "Concrete, Class B" pay item at each connection.
21. SOLID SODDING: The contractor shall provide and install grass sodding to match the existing grass type in the property of the park. This work shall include watering, finish grading, etc. as required to install the sodding in a manner that promotes positive drainage and that matches the adjacent grades. No separate payment will be made for incidental work, equipment, materials, etc. required to provide and install the sodding as required for final approval and acceptance of the Owner.
22. TEMPORARY FENCING / BARRIER: The contractor shall be required to provide and install temporary fencing around the project site for all areas outside of the existing chain link fencing for each baseball field. Areas inside the baseball fields will not require temporary fencing on each side as long as the perimeter fencing is kept secure from access. The contractor may utilize chain link fence sections, temporary plastic construction fencing, or other barricades / barriers that are approved by the Owner and Engineer that restrict access to and from the site for pedestrians, etc. in the park area. The fenced in area will need to be maintained during non-work hours to restrict access for pedestrians, etc. as adjacent park areas are utilized at all times of the day and night.
23. EROSION CONTROL: The contractor shall be required to provide and implement an erosion control plan prior to and during the project. All design, permitting, installation, maintenance of erosion control measures shall be included as part of this pay item, including the development of the Small Construction Notice of Intent (SCNOI), SWPPP, Erosion Control Plan as required per MDEQ standards for small construction projects.
24. IRRIGATION REPAIRS (AS REQ'D.): The contractor shall utilize this pay item and lump sum allotted amount of \$10,000.00 against any potential requirements and related costs for providing plumbing related repairs to the existing irrigation system located in the existing baseball fields at City Park. There is no as-built information available and locating existing irrigation infrastructure prior to construction may not be comprehensive. Thus, in the event that repairs are required to the existing irrigation system as a result of conflicts with the proposed drainage improvements, this pay item will be utilized for reimbursement to the contractor only for specific costs as required to make repairs to the existing irrigation system. The contractor will not be paid or reimbursed the full allotment of \$10,000.00 but shall be reimbursed from this lump sum amount only for actual expenses related to irrigation repairs,

if required and approved by the Engineer. The contractor shall be reimbursed from this pay item only for actual expenses related to materials and any plumbing costs. Should no work be required for irrigation system repairs, this pay item will not be reimbursed to the contractor. In order for portions of this lump sum amount to qualify for payment to the Contractor, a list of actual expenses will be submitted by the contractor to the Engineer immediately following the necessary repairs and the City, based on the schedule of values for each expense, will determine what expenses are required and reimburse the specific amounts that are required based on the included conditions.

All proposed pipes and inlets shall be backfilled and bedded as required in the technical specifications and/or per the recommendations of the material manufacturer. The connection of existing pipes to the new inlets and the connection of new pipes to new inlets shall be an absorbed cost and shall be provided by the contractor to meet any applicable specifications at no additional cost to the Owner, with the exception of the "Concrete, Class B" pay item that shall be utilized as required to make the necessary connections.

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

## MEETING MINUTES

### PRE-BID MEETING: CITY PARK DRAINAGE IMPROVEMENTS

**DATE:** July 7, 2023

**LOCATION:** Tupelo Public Works Department (PWD) Conference Room

**ATTENDESS:** Meeting Sign-In Record Attached

#### 1. OWNER INFORMATION & REPRESENTATIVES

The project will be completed under the Public Works Dept. Chuck Williams, Director & Josh Grubbs, Drainage Superintendent will be responsible parties for the project.

The project will be completed within the City Park and, thus, the Parks & Recreation Dept. will be involved in the project administration as well. Alex Farned, Director & Denny Wait, Beautification Director will represent the Parks & Rec. Dept. as needed.

#### 2. PROJECT MANAGEMENT / ENGINEERING SERVICES

Dabbs Corporation is the design engineer and will be responsible for construction oversight & inspection for the project. Dustin Dabbs, PE is the project manager and representatives from Dabbs Corp. will be assigned to the construction phase of the project upon award of the contract by the City.

#### 3. PROGRAM MANAGEMENT SERVICES / ARPA REVIEW

The City has procured ICM to assist in the management of the overall ARPA program that covers multiple projects for the City. ICM will be involved in record keeping and associated items related to documentation and logistics as required to achieve the necessary ARPA guidelines and requirements for the City for all ARPA funded projects.

#### 4. ARPA GUIDELINES FOR PROCUREMENT / CONSTRUCTION

The project is funded in part under the American Recovery Plan Act (ARPA) related funding and, thus, the funding mechanism was discussed in the meeting along with ICM mentioning a few specific requirements/details. The project has been sent to the MS Agency Bid Bank to encourage minority participation. Special conditions have been included in Section F – Contract and these two mandatory addendums to the contract were highlighted and discussed in the meeting. As discussed, the contract along with the two mandatory addendums included in Section F must be signed by the contractor and executed by the City upon Notice of Award of Contract and the contractor will have to abide by these addendums for the necessary components of the project.

The prime contractor will be required to be registered with SAM.gov and show proof of registration in order to receive payment on all ARPA funded projects. Thus, contractors were encouraged to initiate the SAM.gov registration process if this was not already assigned for their company.

#### 5. REVIEW OF CONTRACT DOCUMENTS / ADDENDUM NO. 1

Discussion included the following:

- Bid date is Thursday, 07/13/2023 at 10:00 am. Bids may be submitted electronically or in sealed envelope per the requirements of the Contract Documents. Include C.O.R. info.

- Addendums must be acknowledged on proposal form sheet D-1
- Sections D & E are required for the bid package, which includes proposal documents, bid form, non-collusion affidavits & bid bond.
- Anticipated that the project would be awarded to the lowest/best bid on 07/18/2023 or 08/01/2023 City Council meeting.
- Target NTP date will likely be early September, 2023.

**6. CONTRACT TIME / LIQUIDATED DAMAGES**

- Per the Contract Documents, the contract time is 45 Days.
- Liquidated Damages are set at \$300 / day.

**7. REVIEW OF PROJECT DRAWINGS**

Questions about the project were answered include the following:

- Lay down areas should be within the existing baseball field or on City Property provided off site.
- No adjacent property, including the cemetery or areas around the splash pad, parking lots, etc. would be available for utilization by the contractor.
- The City of Tupelo can provide dump sites for excess materials, including concrete, etc. so long as pieces are no larger than 18” in length/diameter. Inlets or larger pieces of materials will have to be broken into smaller pieces or delivered to a spoil/dump site provided by the contractor.
- Crushed stone will be utilized for bedding material as required for HDPE pipe installation and for base material under paved areas as required to complete the project in accordance with the specifications and project drawings.
- Borrow excavation will be utilized only as needed to fill voids, replace materials deemed unsuitable by the engineer or for finish grading/leveling. Existing materials shall be stockpiled during the removal of the drain pies and reused for backfill.

**8. PROJECT MATERIALS / SUBMITTAL REQUIREMENTS**

Upon award of the contract, the contractor may begin submitting material submittals for review/approval so that materials can be ordered for the project. Submittals will be required per the specifications (i.e. Asphalt Mix Design, drainage pipe, pre-cast inlets, cast-iron grates).

**9. MATERIALS TESTING**

Testing should not be required for the project. If required, it will be provided by the Engineer. Concrete and/or asphalt load tickets will be provided to the Engineer by the contractor.

**10. CONSTRUCTION STAKING**

The contractor will be responsible for any construction staking required for him to complete the project. Upon request, CAD files and control points may be provided by the Engineer.

**11. TEMPORARY FENCING / BARRIER**

The addition of a pay item for temporary fence / barrier was added to the Scope of Work and bid firm under Addendum No. 1. The need for this is for safety and to protect pedestrians, equipment, pets, etc. from entering the project site. The contractor will be required to provide temporary barriers, whether chain link fencing sections or temporary construction fencing, etc., during the entirety of the project as defined in the Scope of Work and/or as directed by Owner and Engineer in

the field.

**12. EROSION CONTROL**

The contractor will be required to complete all necessary planning & documentation to meet MDEQ requirements for the project with respect to erosion control. This includes development of an erosion control plan, SWPPP and Small Construction Notice of Intent (SCNOI) as required to provide compliance on the project. All associated costs for planning, permitting, documentation, materials, installation and maintenance in the field shall be absorbed into the Erosion Control pay item on the bid form.

**13. TRAFFIC CONTROL**

The contractor will be required to provide any necessary traffic control as required to complete the project. Access to the project site will only be from Memorial Park Dr. on the downstream end of the project. Access will not be allowed from Joyner Ave. on the upstream end of the project. All associated costs for planning, materials, installation and maintenance in the field shall be absorbed into the Traffic Control pay item on the bid form.

**14. IRRIGATION SYSTEM IMPACTS**

There is an existing irrigation system located on the baseball fields within the project corridor. There are no as-built drawings and locating the utilities prior to excavation may not be 100% reliable. Thus, there will be a lump sum allowance added to the project as part of Addendum No. 2 to account for direct costs associated to any unforeseen irrigation system repairs. The contractor must provide receipts/cost information for any direct costs associated with any required repairs to irrigation system piping, components, etc. for reimbursement. The entire lump sum amount will not be paid to the contractor per the scope of work. The allowance of \$10,000.00 will be shown on the bid form under a new pay item.

**15. LANDSCAPING**

There are minor landscape beds located adjacent to the baseball fields within the project corridor at the south end of the project near Memorial Park Dr. The contractor will be required to remove any landscaping as required to complete the project as part of the Clearing and Grubbing pay item. No new landscaping is included in the project and future landscaping within the project corridor will be provided by others.

**16. ADDENDUM NO. 2**

Addendum 2 will be issued to add requirements/direction in regards to the "Irrigation System Repairs" pay item to Section C – Scope of Work and on the Bid Form in Section D. Plan holders should expect to see the second addendum prior to the bid date and shall acknowledge both Addendum 1 and Addendum 2 on the proposal form.

**17. GENERAL DISCUSSION / QUESTIONS**

- The project is located adjacent to an active community cemetery. The City asks that construction activities and personnel be conducted in a way that is respectful of the area and any potential services, etc. that will take place there. No access to any portion of the cemetery will be available for utilization by the contractor during the project.
- The project is located within an existing City Park. Pedestrians and vehicular traffic representative of such should be expected and the contractor will be required to maintain the area during the project and ensure that all areas are left in pre-construction condition or better as it relates to park activities. The contractor shall maintain a safe working project area for workers, park attendees and local pedestrian/vehicular traffic.

**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>6/20/23</u>
NUMBER: <u>2</u>	DATE: <u>7/10/23</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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



**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	25,000 <sup>00</sup>	25,000 <sup>00</sup>
2	CLEARING & GRUBBING	LS	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	30 <sup>00</sup>	6,000 <sup>00</sup>
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	33 <sup>00</sup>	1,650 <sup>00</sup>
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	110 <sup>00</sup>	1,650 <sup>00</sup>
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	550 <sup>00</sup>	1,650 <sup>00</sup>
7	REMOVAL OF EXISTING RIP-RAP	SY	30	110 <sup>00</sup>	3,300 <sup>00</sup>
8	REMOVAL OF 30" RCP	LF	140	50 <sup>00</sup>	7,000 <sup>00</sup>
9	REMOVAL OF 42" RCP	LF	485	50 <sup>00</sup>	24,250 <sup>00</sup>
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	905 <sup>00</sup>	13,575 <sup>00</sup>
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	220 <sup>00</sup>	4,400 <sup>00</sup>
12	SAWCUTTING	LF	100	10 <sup>00</sup>	1,000 <sup>00</sup>
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	60 <sup>00</sup>	2,400 <sup>00</sup>
14	BORROW EXCAVATION	CY	50	25 <sup>00</sup>	1,250 <sup>00</sup>
15	48" HDPE DRAINAGE PIPE	LF	140	205 <sup>00</sup>	28,700 <sup>00</sup>
16	60" RCP DRAINAGE PIPE	LF	485	325 <sup>00</sup>	157,625 <sup>00</sup>
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	10,500 <sup>00</sup>	31,500 <sup>00</sup>
18	3' X 3' CAST IRON GRATE	EA	3	500 <sup>00</sup>	1,500 <sup>00</sup>
19	CONCRETE, CLASS B	CY	5	1,500 <sup>00</sup>	7,500 <sup>00</sup>
20	CONNECT TO EXISTING PIPES	EA	5	2,000 <sup>00</sup>	10,000 <sup>00</sup>
21	SOLID SODDING	SY	3000	10 <sup>00</sup>	30,000 <sup>00</sup>
22	TEMPORARY FENCING / BARRIER	LS	1	5,000 <sup>00</sup>	5,000 <sup>00</sup>
23	EROSION CONTROL	LS	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>394,950<sup>00</sup></b>

BID FORM - BID NO. 2023-028PW  
 CITY OF TUPELO, MISSISSIPPI  
 CITY PARK DRAINAGE IMPROVEMENTS  
 MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	25,000.00	25,000.00
2	CLEARING & GRUBBING	LS	1	10,000.00	10,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	30.00	6,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	33.00	1,650.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	110.00	1,650.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	550.00	1,650.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	110.00	3,300.00
8	REMOVAL OF 30" RCP	LF	140	50.00	7,000.00
9	REMOVAL OF 42" RCP	LF	485	50.00	24,250.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	905.00	13,575.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	220.00	4,400.00
12	SAWCUTTING	LF	100	10.00	1,000.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	60.00	2,400.00
14	BORROW EXCAVATION	CY	50	25.00	1,250.00
15	48" HDPE DRAINAGE PIPE	LF	140	205.00	28,700.00
16	60" RCP DRAINAGE PIPE	LF	485	325.00	157,625.00
17	REINFORCED CONCRETE INLET	EA	3	10,500.00	31,500.00
18	3' X 3' CAST IRON GRATE	EA	3	500.00	1,500.00
19	CONCRETE, CLASS B	CY	5	1,500.00	7,500.00
20	CONNECT TO EXISTING PIPES	EA	5	2,000.00	10,000.00
21	SOLID SODDING	SY	3000	10.00	30,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	5,000.00	5,000.00
23	EROSION CONTROL	LS	1	10,000.00	10,000.00
TOTAL					384,950.00

**BID FORM - BID NO. 2023-028PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**CITY PARK DRAINAGE IMPROVEMENTS**  
**MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1		
2	CLEARING & GRUBBING	LS	1		
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200		
4	REMOVAL OF ASPHALT PAVEMENT	SY	50		
5	REMOVAL OF CONCRETE SIDEWALK	SY	15		
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3		
7	REMOVAL OF EXISTING RIP-RAP	SY	30		
8	REMOVAL OF 30" RCP	LF	140		
9	REMOVAL OF 42" RCP	LF	485		
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15		
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20		
12	SAWCUTTING	LF	100		
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40		
14	BORROW EXCAVATION	CY	50		
15	48" HDPE DRAINAGE PIPE	LF	140		
16	60" RCP DRAINAGE PIPE	LF	485		
17	REINFORCED CONCRETE INLET	EA	3		
18	3' X 3' CAST IRON GRATE	EA	3		
19	CONCRETE, CLASS B	CY	5		
20	CONNECT TO EXISTING PIPES	EA	5		
21	SOLID SODDING	SY	3000		
22	EROSION CONTROL	LS	1		
<b>TOTAL</b>					

D-4a

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: Phillips Contracting Company Inc.  
(PLEASE PRINT)

SIGNATURE: 73.28

NAME AND TITLE: Blake W. Hill President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: Po Box 7530  
Columbus, Ms 39705

PHONE NUMBER: 662-364-4900, 662-328-6250

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

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

SIGNATURE: 

NAME AND TITLE: Blake Hill President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: P.O. Box 7530  
Columbus, MS 39705

PHONE NUMBER: 662-328-6250

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: Dang Phillips

Title: Secretary

Signature: Dang Phillips

(CORPORATE SEAL)

7/13/23

Paul Smithey Construction Company, Inc.  
PO Box 257  
Belden, MS 38826

Certificate of Responsibility Number  
04370-MC

Bid To: Tupelo Public Works Department  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Bid For: City Park Drainage Improvements  
Bid No. 2023-028PW

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Paul Smithey Construction Co., Inc.  
(Name of Contractor)

PO Box 357, Belden, MS 38826  
(Address of Contractor)

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

\_\_\_\_\_ hereinafter called  
"Surety",  
The Gray Casualty & Surety Company  
(Name of Surety)

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5%  
of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors,  
and assigns, jointly and severally, firmly by these presents. Signed, this the 13<sup>th</sup> day of July  
2023. The Condition of the above obligation is such that whereas the Principal has submitted to  
**TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract  
in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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



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

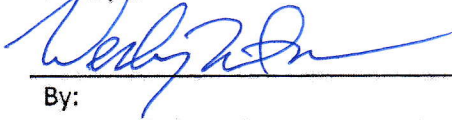
Paul Smithey Construction Co., Inc. \_\_\_\_\_

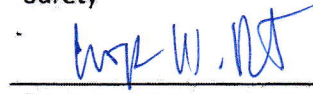
(L.S.)

The Gray Casualty & Surety Company \_\_\_\_\_

Principal

Surety





By:

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

**IMPORTANT:**

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

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

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond      **Principal:** Paul Smithey Construction Co., Inc.

**Project:** City Park Drainage Improvements

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 26<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 13<sup>th</sup> day of July, 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 13<sup>th</sup> day of July, 2023.

*Leigh Anne Henican*



PROPOSAL

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>  #1  </u>	DATE: <u>  6-20-23  </u>
NUMBER: <u>  #2  </u>	DATE: <u>  7-10-23  </u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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

**BID FORM - BID NO. 2023-028PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**CITY PARK DRAINAGE IMPROVEMENTS**  
**MAY, 2023**

Addendum No. 1 - 06/20/2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	21,300.00	21,300.00
2	CLEARING & GRUBBING	LS	1	10,650.00	10,650.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	85.20	17,040.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	127.80	6,390.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	127.80	1,917.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	6,390.00	19,170.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	10.65	319.50
8	REMOVAL OF 30" RCP	LF	140	85.20	11,928.00
9	REMOVAL OF 42" RCP	LF	485	106.50	51,652.50
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	372.75	5,591.25
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	170.40	3,408.00
12	SAWCUTTING	LF	100	18.11	1,811.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	95.85	3,834.00
14	BORROW EXCAVATION	CY	50	26.63	1,331.50
15	48" HDPE DRAINAGE PIPE	LF	140	175.73	24,602.20
16	60" RCP DRAINAGE PIPE	LF	485	378.08	183,368.80
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	23,430.00	70,290.00
18	3' X 3' CAST IRON GRATE	EA	3	1,597.50	4,792.50
19	CONCRETE, CLASS B	CY	5	1,597.50	7,987.50
20	CONNECT TO EXISTING PIPES	EA	5	3,195.00	15,975.00
21	SOLID SODDING	SY	3000	14.91	44,730.00
22	TEMPORARY FENCING / BARRIER	LS	1	6,390.00	6,390.00
23	EROSION CONTROL	LS	1	2,662.50	2,662.50
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>527,141.25</b>

D-4a

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

SIGNATURE: Wesley Nelson

NAME AND TITLE: Wesley Nelson President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: PO Box 357  
Belden, MS 38826

PHONE NUMBER: 662-844-0794

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: Marjorie Randle

Title: Secretary

Signature: Marjorie Randle

(CORPORATE SEAL)



\_\_\_\_\_



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)  
Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**  
(to be executed if a BIDDER is a nonresident)

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

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)  
Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Wesley Nelson  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Paul Smithey Construction Company, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature Wesley Nelson

Title President

(SEAL)  
Sworn before me this 13<sup>th</sup> day of July, 2023.

Marjorie Randle, Notary Public  
My commission expires 5-30-26



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

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Wesley Nelson  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

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

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

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Signature Wesley Nelson

Title President

(SEAL)  
Sworn before me this 3<sup>rd</sup> day of July, 2023.

Marjorie Randle, Notary Public

My commission expires 5-30-24



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

END OF SECTION

**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

MANDATORY ADDENDUM 10-28-2022

NUMBER: 1 DATE: 06-20-2023

NUMBER: 2 DATE: 07-10-2023

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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



**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	1,830	1,830
2	CLEARING & GRUBBING	LS	1	1,830	1,830
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	7.32	1,464
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	20.74	1,037
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	20.74	311.10
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	915	2,745
7	REMOVAL OF EXISTING RIP-RAP	SY	30	30.50	915
8	REMOVAL OF 30" RCP	LF	140	36.60	5,124
9	REMOVAL OF 42" RCP	LF	485	36.60	17,751
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	325	4,875
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	164	3,280
12	SAWCUTTING	LF	100	18.30	1,830
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	67	2,680
14	BORROW EXCAVATION	CY	50	25	1,250
15	48" HDPE DRAINAGE PIPE	LF	140	284	39,760
16	60" RCP DRAINAGE PIPE	LF	485	420	203,700
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	13,688	41,064
18	3' X 3' CAST IRON GRATE	EA	3	1,537	4,611
19	CONCRETE, CLASS B	CY	5	366	1,830
20	CONNECT TO EXISTING PIPES	EA	5	366	1,830
21	SOLID SODDING	SY	3000	6	18,000
22	TEMPORARY FENCING / BARRIER	LS	1	2,500	2,500
23	EROSION CONTROL	LS	1	1,220	1,220
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>371,437.10</b>

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: C I G CONTRACTORS, INC.  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: RANDALL R. GODWIN PRESIDENT  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 2072 SOUTH TATE STREET  
CORINTH, MISSISSIPPI 38834

PHONE NUMBER: (662)287-8079


**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: POLLY GODWIN

Title: SECRETARY/TREASURER

Signature: 

(CORPORATE SEAL)

\_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**  
(to be executed if a BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_

and (check and complete one):

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF ALCORN

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

individually, and in my capacity as PRESIDENT  
(title)

of C I G CONTRACTORS, INC.  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature *Randall R. Godwin*

Title PRESIDENT

(SEAL)

Sworn before me this 13 day of July, 2023.

Russell T. Stewart Notary  
*Russell T Stewart*, Notary Public

My commission expires 02-14-2027



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

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF ALCORN

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(name of person signing affidavit)

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(title)

of C I G CONTRACTORS, INC.  
(name of firm, partnership, limited liability company, or corporation.)

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Signature *Randall R. Godwin*  
Title PRESIDENT

(SEAL)

Sworn before me this 13 day of July, 2023.

Russell T. Stewart Notary  
Russell T. Stewart Notary Public

My commission expires 02-14-2027



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



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

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COUNTY OF ALCORN

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(name of person signing affidavit)

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

Signature *Randall R. Godwin*  
RANDALL R. GODWIN  
Title PRESIDENT

(SEAL)  
Sworn before me this 13 day of July, 2023.

*Russell T. Stewart*, Notary Public  
Russell T. Stewart Notary  
My commission expires 02-14-2027



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

END OF SECTION

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF ALCORN

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

individually, and in my capacity as PRESIDENT  
(title)

of C I G CONTRACTORS, INC.  
(name of firm, partnership, limited liability company, or corporation.)

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

Signature *Randall R. Godwin*  
RANDALL R. GODWIN  
Title PRESIDENT

(SEAL)  
Sworn before me this 13 day of July, 2023.

*Russell T. Stewart* Notary Public  
Russell T. Stewart Notary  
My commission expires 02-14-2027



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

END OF SECTION

**BYRD ANTI-LOBBYING  
AMENDMENT**

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements


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

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

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

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

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

  
Signature of Contractor's Authorized Official

RANDALL R. GODWIN    PRESIDENT  
Name and Title of Contractor's Authorized Official

07-13-2023  
Date

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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

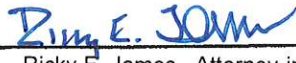
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

C I G Contractors, Inc. \_\_\_\_\_  
Principal

(L.S.)

Travelers Casualty and Surety Company of America \_\_\_\_\_  
Surety





By: Randall R. Godwin President

By: Ricky E. James, Attorney-in-Fact

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

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



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

POWER OF ATTORNEY

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

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



State of Connecticut

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 13th day of July, 2023



  
Kevin E. Hughes, Assistant Secretary

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

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

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

**CITY OF TUPELO  
CITY PURCHASING OFFICE CITY HALL 1<sup>ST</sup> FLOOR  
71 EAST TROY STREET  
TUPELO, MS 38804**

**SEALED BIDS FOR: CITY PARK DRAINAGE IMPROVEMENTS, BID NO. 2023-028PW**

**BID DATE: JULY 13, 2023**

**BID TIME: 10:00 A.M.**

**SEALED BID**



# CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

***BID No. 2023-028PW***  
**CITY PARK**  
**DRAINAGE IMPROVEMENTS**

**Tupelo Public Works Department**  
**City of Tupelo, Mississippi**



**MAY 2023**



**Dabbs Corporation**

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

**SECTION D**  
**BID FORM AND BIDDERS CERTIFICATES**

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**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>June 20, 2023</u>
NUMBER: <u>2</u>	DATE: <u>July 10, 2023</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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

**BID FORM - BID NO. 2023-028PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**CITY PARK DRAINAGE IMPROVEMENTS**  
**MAY, 2023**

*Addendum No. 1 - 06/20/2023*

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	35,000. <sup>00</sup>	35,000. <sup>00</sup>
2	CLEARING & GRUBBING	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	40. <sup>00</sup>	8,000. <sup>00</sup>
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	25. <sup>00</sup>	1,250. <sup>00</sup>
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	25. <sup>00</sup>	375. <sup>00</sup>
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	1,000. <sup>00</sup>	3,000. <sup>00</sup>
7	REMOVAL OF EXISTING RIP-RAP	SY	30	50. <sup>00</sup>	1,500. <sup>00</sup>
8	REMOVAL OF 30" RCP	LF	140	20. <sup>00</sup>	2,800. <sup>00</sup>
9	REMOVAL OF 42" RCP	LF	485	30. <sup>00</sup>	14,550. <sup>00</sup>
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	450. <sup>00</sup>	6,750. <sup>00</sup>
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	145. <sup>00</sup>	2,900. <sup>00</sup>
12	SAWCUTTING	LF	100	20. <sup>00</sup>	2,000. <sup>00</sup>
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	80. <sup>00</sup>	3,200. <sup>00</sup>
14	BORROW EXCAVATION	CY	50	27. <sup>00</sup>	1,350. <sup>00</sup>
15	48" HDPE DRAINAGE PIPE	LF	140	239. <sup>00</sup>	33,460. <sup>00</sup>
16	60" RCP DRAINAGE PIPE	LF	485	484. <sup>00</sup>	234,740. <sup>00</sup>
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	9,500. <sup>00</sup>	28,500. <sup>00</sup>
18	3' X 3' CAST IRON GRATE	EA	3	1,500. <sup>00</sup>	4,500. <sup>00</sup>
19	CONCRETE, CLASS B	CY	5	2,700. <sup>00</sup>	13,500. <sup>00</sup>
20	CONNECT TO EXISTING PIPES	EA	5	1,000. <sup>00</sup>	5,000. <sup>00</sup>
21	SOLID SODDING	SY	3000	10. <sup>00</sup>	30,000. <sup>00</sup>
22	TEMPORARY FENCING / BARRIER	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
23	EROSION CONTROL	LS	1	15,000. <sup>00</sup>	15,000. <sup>00</sup>
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>477,375.<sup>00</sup></b>

D-4a

**BID FORM - BID NO. 2023-028PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**CITY PARK DRAINAGE IMPROVEMENTS**  
**MAY, 2023**

Addendum No. 1 - 06/20/2023

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

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

SIGNATURE: Rod Colom

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

(SEAL)  
IF BY CORPORATION

ADDRESS: 1809 City Ave North  
P.O. Box 414  
Ripley, MS 38663

PHONE NUMBER: 662-837-3474

D-4b



**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: Teddy Conwill

Title: Secretary

Signature: Teddy Conwill

(CORPORATE SEAL)



\_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**  
(to be executed if a BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_

and (check and complete one):

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Tippah

I, Rob Colom  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Colom Construction Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature Rob Colom

Title President

(SEAL)  
Sworn before me this 27th day of July, 2023.  
ID # 25112  
JUDY WRIGHT Wright, Notary Public  
Commission Expires 4-14-2025  
TIPPAH COUNTY

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

**END OF SECTION**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Tippah

I, Bob Colom  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Colom Construction Co., Inc  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature [Handwritten Signature]

Title President



(SEAL)  
Sworn before me this 10th day of July, 2023.

Judy Wright, Notary Public  
My commission expires 4-14-2025

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

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**SECTION E**

**BID BOND**



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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

P.O. Box 414; Ripley, MS 38663  
(Address of Contractor)

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

Western Surety Company hereinafter called  
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of **July** 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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

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

Colom Construction Company, Inc.

(L.S.)

Western Surety Company

Principal

Surety

*Rod Colom*

*Cooper W. Permenter*

By: Rod Colom, President

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



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

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

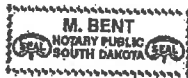
*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of July, 2023.

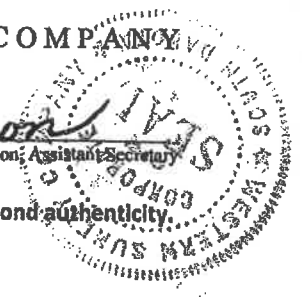


WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

PROPOSAL

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>JUNE 20, 2023</u>
NUMBER: <u>2</u>	DATE: <u>JULY 10, 2023</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

BID FORM - BID NO. 2023-028PW CITY OF TUPELO, MISSISSIPPI CITY PARK DRAINAGE IMPROVEMENTS MAY, 2023					
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	7800.00	7800.00
2	CLEARING & GRUBBING	LS	1	15000.00	15000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	40.00	8000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	20.00	1000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	20.00	300.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	1000.00	3000.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	10.00	300.00
8	REMOVAL OF 30" RCP	LF	140	50.00	7000.00
9	REMOVAL OF 42" RCP	LF	485	50.00	24250.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	300.00	4500.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	150.00	3000.00
12	SAWCUTTING	LF	100	10.00	1000.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	80.00	3200.00
14	BORROW EXCAVATION	CY	50	40.00	2000.00
15	48" HDPE DRAINAGE PIPE	LF	140	180.00	25200.00
16	60" RCP DRAINAGE PIPE	LF	485	430.00	208550.00
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	10,834.00	32502.00
18	3' X 3' CAST IRON GRATE	EA	3	1500.00	4500.00
19	CONCRETE, CLASS B	CY	5	1000.00	5000.00
20	CONNECT TO EXISTING PIPES	EA	5	1000.00	5000.00
21	SOLID SODDING	SY	3000	7.00	21000.00
22	TEMPORARY FENCING / BARRIER	LS	1	3500.00	3500.00
23	EROSION CONTROL	LS	1	2500.00	2500.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>398,102.00</b>

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: ENSCOR, LLC  
(PLEASE PRINT)

SIGNATURE: [Handwritten Signature]

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

(SEAL)  
IF BY CORPORATION

ADDRESS: 5566 COMMANDER DR.  
ARLINGTON, TN 38002

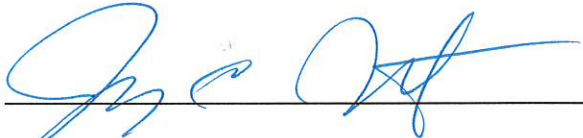
PHONE NUMBER: 901-277-6623



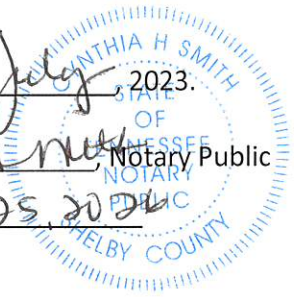
**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature   
Title OWNER

(SEAL)  
Sworn before me this 13 day of July, 2023.  
Cynthia H. Smith, Notary Public  
My commission expires Oct 25, 2024



**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, JEFF SMITH, hereby certify that the CONTRACTOR, ENSCOR, LLC, is domiciled in the State of TENNESSEE

and (check and complete one):

attached is a copy of the State of TENNESSEE's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants resident CONTRACTORS a 0 percent preference over nonresident CONTRACTORS for similar projects.

the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

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

Signature [Handwritten Signature]

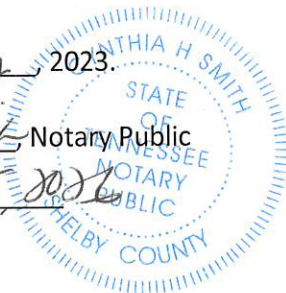
Title owner

(SEAL)

Sworn before me this 13 day of July, 2023.

[Handwritten Signature] Notary Public

My commission expires Oct 25, 2026



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF ~~MISSISSIPPI~~ TN  
COUNTY OF STELLY

I, JEFF SMITH  
(name of person signing affidavit)

individually, and in my capacity as OWNER  
(title)

of ENSCOR, LLC  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature [Handwritten Signature]

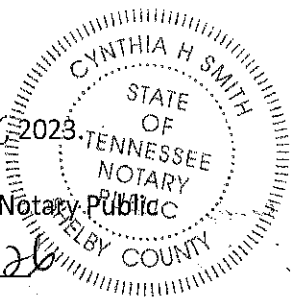
Title OWNER

(SEAL)

Sworn before me this 13 day of July, 2023.

Cynthia H Smith, Notary Public

My commission expires Oct 25, 2026



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

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI TN  
COUNTY OF SHREVEPORT

I, JEFF SMITH  
(name of person signing affidavit)

individually, and in my capacity as OWNER  
(title)

of ENSCOR, LLC  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

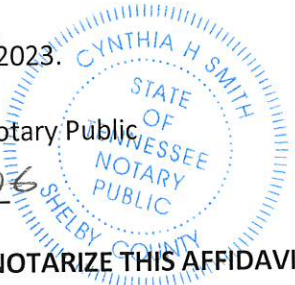
Signature [Handwritten Signature]

Title OWNER

(SEAL)  
Sworn before me this 13 day of July, 2023.

Cynthia H. Smith, Notary Public

My commission expires Oct 25, 2026



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

**END OF SECTION**

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

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

[Acts 1990, ch. 1062, § 3.]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That ENSCOR, LLC  
(Name of Contractor)

5566 Commander Drive, Arlington, TN 38002  
(Address of Contractor)

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

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

are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July 2023. The Condition of the above obligation is such that whereas the Principal has submitted to TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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

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

ENSCOR, LLC

(L.S.)

Travelers Casualty and Surety

Company of America

Surety

Principal

By:

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

**IMPORTANT:**

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

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



Travelers 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

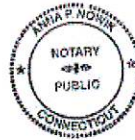
City of Hartford ss.

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 **13th** day of **July**, 2023



  
Kevin E. Hughes, Assistant Secretary

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



## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Townes Construction Co., Inc  
 (Name of Contractor)

16398 Hwy 8 West, Grenada, MS 38901  
 (Address of Contractor)

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

Granite Re, Inc, Oklahoma City, OK hereinafter called  
 (Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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

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

Townes Construction Co., Inc (L.S.) Granite Re, Inc  
Principal Surety

*Armstead Townes*

*[Signature]*

By:

By: John G. Raines, Attorney-in-Fact

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

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



[Signature of Kenneth D. Whittington]
Kenneth D. Whittington, President

[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

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

My Commission Expires:
April 21, 2027
Commission #: 11003620



[Signature of Bethany J. Alred]
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
13th day of July, 2023



[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

PROPOSAL

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u># 1</u>	DATE: <u>6-20-2023</u>
NUMBER: <u># 2</u>	DATE: <u>7-10-2023</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	31,927.55	31,927.55
2	CLEARING & GRUBBING	LS	1	3,000.00	3,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	45.00	9,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	15.00	750.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	55.00	825.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	3,000.00	9,000.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	40.00	1,200.00
8	REMOVAL OF 30" RCP	LF	140	40.00	5,600.00
9	REMOVAL OF 42" RCP	LF	485	60.00	29,100.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	350.00	5,250.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	54.00	1,080.00
12	SAWCUTTING	LF	100	25.00	2,500.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	90.00	3,600.00
14	BORROW EXCAVATION	CY	50	25.00	1,250.00
15	48" HDPE DRAINAGE PIPE	LF	140	168.32	23,564.80
16	60" RCP DRAINAGE PIPE	LF	485	361.48	175,560.30
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	15,642.44	46,927.32
18	3' X 3' CAST IRON GRATE	EA	3	2,000.00	6,000.00
19	CONCRETE, CLASS B	CY	5	500.00	2,500.00
20	CONNECT TO EXISTING PIPES	EA	5	500.00	2,500.00
21	SOLID SODDING	SY	3000	6.00	18,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	1,500.00	1,500.00
23	EROSION CONTROL	LS	1	4,800.00	4,800.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>395,434.97</b>

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

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

SIGNATURE: Armstead Townes III

NAME AND TITLE: Armstead Townes III - President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 16398 Hwy 8 W  
Overseas MS 38901

PHONE NUMBER: (662) 926-4816

D-4b

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

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

Name: Lena Townes

Title: Secretary

Signature: Lena Townes

(CORPORATE SEAL)

Townes Const.

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Yalobusha

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

individually, and in my capacity as President  
(title)

of Townes Construction Co., Inc  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature Armstead Townes III

Title Pres



(SEAL)  
Sworn before me this 12 day of July, 2023.

Estella R. Townes, Notary Public

My commission expires August 12 2024

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



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Yalobusha

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

individually, and in my capacity as President  
(title)

of Townes Construction Co., Inc  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature Armstead Townes III

Title pres

(SEAL)  
Sworn before me this 12<sup>th</sup> day of July, 2023.

Estella R. Townes, Notary Public

My commission expires August 12 2024



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



*"Serving The South Since 1982"* 1396 Hwy. 69 South • Columbus, MS 39702 • Phone (662) 327-1402 • Fax (662) 327-7086

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BID SUBMITTED TO:

CITY OF TUPELO  
71 EAST TROY STREET  
TUPELO, MS 38804

BID FOR CONSTRUCTION OF:

CITY PARK DRAINAGE IMPROVEMENTS  
TUPELO, MISSISSIPPI

BID NO.:

2023-028PW

BID DATE AND TIME:

JULY 13, 2023: 10:00AM

BID SUBMITTED BY:

WEATHERS CONSTRUCTION, INC.  
1396 HIGHWAY 69 SOUTH  
COLUMBUS, MS 39702

CERTIFICATE OF RESPONSIBILITY:

08286-MC

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Weathers Construction, Inc.  
(Name of Contractor)

1396 Highway 69 South, Columbus, MS 39702  
(Address of Contractor)

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

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

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

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

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

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

Weathers Construction, Inc.

(L.S.)

Fidelity and Deposit Company of Maryland

Principal

Surety

*Stephen E. Weathers*

*Taylor Leggett*

By: *Stephen E. Weathers, Vice President*

By: Taylor Leggett, Attorney-in-Fact  
MS Non-Resident Agent / Fisher Brown Bottrell Insurance, Inc.

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



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



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

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

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

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



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of July, 2023.



Mary Jean Pethick
By: Mary Jean Pethick
Vice President

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

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

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

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

**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>6/20/23</u>
NUMBER: <u>2</u>	DATE: <u>7/10/23</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

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

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

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

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

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

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

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



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

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

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

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

**NOTES:**

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

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	39,000.00	39,000.00
2	CLEARING & GRUBBING	LS	1	1,070.00	1,070.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	24.00	4,800.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	30.00	1,500.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	100.00	1,500.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	1,900.00	5,700.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	54.67	1,640.10
8	REMOVAL OF 30" RCP	LF	140	40.89	5,724.60
9	REMOVAL OF 42" RCP	LF	485	17.73	8,599.05
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	380.00	5,700.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	137.00	2,740.00
12	SAWCUTTING	LF	100	11.00	1,100.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	78.50	3,140.00
14	BORROW EXCAVATION	CY	50	30.00	1,500.00
15	48" HDPE DRAINAGE PIPE	LF	140	170.71	23,899.40
16	60" RCP DRAINAGE PIPE	LF	485	346.68	168,139.80
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	12,111.00	36,333.00
18	3' X 3' CAST IRON GRATE	EA	3	1,133.33	3,399.99
19	CONCRETE, CLASS B	CY	5	885.00	4,425.00
20	CONNECT TO EXISTING PIPES	EA	5	647.00	3,235.00
21	SOLID SODDING	SY	3000	15.17	45,510.00
22	TEMPORARY FENCING / BARRIER	LS	1	1,950.00	1,950.00
23	EROSION CONTROL	LS	1	2,050.00	2,050.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>382,655.94</b>

Three hundred eighty two thousand six hundred fifty five + 94/100

D-4a

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

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

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

SIGNATURE: *Stephen E. Weathers*

NAME AND TITLE: Stephen E. Weathers, Vice President  
(PLEASE PRINT)

ADDRESS: 1396 Highway 69 South  
Columbus, MS 39102

PHONE NUMBER: 662-327-1402



**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: Emily Hankins

Title: Secretary/Treasurer

Signature: Emily Hankins



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF   N/A  

COUNTY OF \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, NIA, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_

and (check and complete one):

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Louise

I, Stephen E. Weathers  
(name of person signing affidavit)

individually, and in my capacity as Vice President  
(title)

of Weathers Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature Steph E. Weathers

Title Vice President



Sworn before me this 13 day of July, 2023.

Sarah Ferguson Artz, Notary Public

My commission expires January 08, 2024

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



**PROPOSAL**

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

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>6/20/23</u>
NUMBER: <u>2</u>	DATE: <u>7/10/23</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	39,000.00	39,000.00
2	CLEARING & GRUBBING	LS	1	1,070.00	1,070.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	24.00	4,800.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	30.00	1,500.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	100.00	1,500.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	1,900.00	5,700.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	54.67	1,640.10
8	REMOVAL OF 30" RCP	LF	140	40.89	5,724.60
9	REMOVAL OF 42" RCP	LF	485	17.73	8,599.05
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	380.00	5,700.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	137.00	2,740.00
12	SAWCUTTING	LF	100	11.00	1,100.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	78.50	3,140.00
14	BORROW EXCAVATION	CY	50	30.00	1,500.00
15	48" HDPE DRAINAGE PIPE	LF	140	170.71	23,899.40
16	60" RCP DRAINAGE PIPE	LF	485	346.68	168,139.80
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	12,111.00	36,333.00
18	3' X 3' CAST IRON GRATE	EA	3	1,133.33	3,399.99
19	CONCRETE, CLASS B	CY	5	885.00	4,425.00
20	CONNECT TO EXISTING PIPES	EA	5	647.00	3,235.00
21	SOLID SODDING	SY	3000	15.17	45,510.00
22	TEMPORARY FENCING / BARRIER	LS	1	1,950.00	1,950.00
23	EROSION CONTROL	LS	1	2,050.00	2,050.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
TOTAL					382,655.94

Three hundred eighty two thousand six hundred fifty five + 94/100

BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

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

SIGNATURE: [Handwritten Signature]

NAME AND TITLE: Stephen E. Weathers, Vice President  
(PLEASE PRINT)

ADDRESS: 1396 Highway 169 South  
Columbus, MS 39102

PHONE NUMBER: 662-327-1402



**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

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

Name: Emily Hankins

Title: Secretary/Treasurer

Signature: Emily Hankins



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF   N/A  

COUNTY OF \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_



**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, NIA, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_

and (check and complete one):

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

the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lownders

I, Stephen E. Weathers  
(name of person signing affidavit)

individually, and in my capacity as Vice President  
(title)

of Weathers Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

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

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

Signature [Signature]

Title Vice President



Sworn before me this 13 day of July, 2023.

[Signature], Notary Public

My commission expires JANUARY 08, 2024

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

# State of Mississippi

## BOARD OF CONTRACTORS

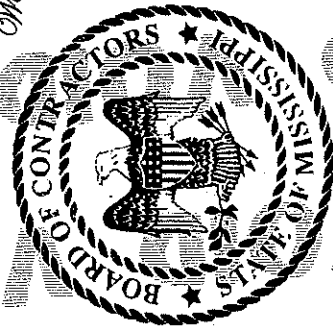
WEATHERS CONSTRUCTION, INC.  
1396 HIGHWAY 69 SOUTH  
COLUMBUS, MS 39702

ACTIVE

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) ELECTRICAL WORK
- 3) HEAVY CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

*We have hereto set with hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct. 2021*



CERTIFICATE OF RESPONSIBILITY

No. 08286-MC

Expires Oct. 8, 2022

*Joel A. Canell*

CHAIRMAN OF THE BOARD



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** July 12, 2023  
**SUBJECT:** IN THE MATTER OF CVB BOARD MINS. JULY 11, 2023 **NM**

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**Request:**

Review July Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, July 11, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, July 11, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Leslie Nabors, Stephanie Browning, Louis Britton and Chauncey Godwin. Tupelo CVB staff members present were Mitch Lowe, Kylie Boring, and Stephanie Moody-Coomer. Kim Hanna was in attendance representing the City of Tupelo. Stephanie Browning presided over the meeting in the absence of chairman Neal McCoy.

Stephanie Browning called the meeting to order at 2:03 p.m.

Chauncey Godwin moved for approval of the agenda, Leslie Nabors seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved that the minutes from May 2023 be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.


Mitch Lowe, Kylie Boring, and Stephanie Coomer presented staff reports.

Stephanie Coomer presented the first draft of a proposed budget for FY '24 and fielded questions. The budget will be on the August meeting agenda for approval.

The meeting adjourned at 2:41 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Stephanie Browning, Presiding board member



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** JULY 12, 2023  
**SUBJECT:** IN THE MATTER OF CVB INT'L TRAVEL OCTOBER 20-23, 2023 NM

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**Request:**

Approval for Extension International Travel for Jennie Bradford Curlee



July 7, 2023

Mayor Todd Jordan  
Mr. Travis Beard, Council President  
Mr. Lynn Bryan  
Ms. Nettie Davis  
Ms. Janet Gaston  
Ms. Rosie Jones  
Mr. Chad Mims  
Mr. Buddy Palmer

Mayor Jordan and City Council,

I am requesting approval for an extension of international travel for Jennie Bradford Curlee. You approved her travel for Brand USA Travel Week UK & Europe October 16-20, 2023 in London, England. She has been invited to participate in the Joker Travel Event consumer show and blues concert, sponsored by Visit Mississippi, October 20-23, 2023, in Brussels and Mechelen, Belgium. This is the largest travel show in Belgium focused on travel to North America. The maximum per diem rate is \$134 and the additional travel cost for this portion of the trip is \$1,000.

This trip will be covered in the travel budget as a regular expense so we are just requesting approval to extend her international travel.

Sincerely,

Neal McCoy  
Executive Director





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** July 12, 2023

**SUBJECT:** IN THE MATTER OF BAD DEBT WRITE-OFF JANUARY 2022 – JUNE 2022  
**JT**

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**Request:**

Review and approve the attached bad debt write-off for Tupelo Water & Light Department. The bad debt amount represents 0.07% of the total revenue for the period of January 2022 thru June 2022.



**TUPELO WATER & LIGHT  
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – JANUARY – JUNE 2022

**TOTAL REVENUE FOR THE PERIOD**

<u>ELECTRIC</u>	<u>WATER &amp; SEWER</u>	<u>SANITATION</u>	<u>TOTAL REVENUE</u>
\$26,697,386.00	\$6,734,593.00	\$2,108,834.00	\$35,540,813.00

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD/ALL SERVICES ARE COMBINED ON CMB  
EL,WT,SW,SA**

\$25,974.13

**TOTAL UNPAID ACCOUNTS FOR THIS PERIOD**

<u>ELECTRIC</u>	<u>WATER &amp; SEWER</u>	<u>SANITATION</u>	<u>TOTAL BAD DEBT</u>
\$20,000.08	\$4,415.60	\$1,558.4	\$25,974.13

**PERCENTAGE OF LOSS = 0.07%**

TUPALO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION											
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount					
204027-135990	1/3/2022	MELISSA J VINSON	114 DAVID KEITH LN	114 DAVID KEITH LN	SALTILLO, MS 38866	85.94					
203579-103698	1/4/2022	CHINA D ODEN	2700 W PARKWAY TERRACE APT 64	33 NEWSOM DR	ECRU, MS 38841	202.46					
212138-111922	1/4/2022	OLLIE E JACKSON	620 N SPRING ST APT B	3083 WILLIE MOORE RD APT 15	TUPELO, MS 38801	66.68					
209773-109627	1/6/2022	PAM W JONES	913 B PRIVET CV	1021 E PAULINE ST	TUPELO, MS 38804	169.57					
204041-132342	1/7/2022	ARDIS GILLIAM	110 INDIAN VILLAGE LN	110 INDIAN VILLAGE LN	SALTILLO, MS 38866	57.94					
205179-105209	1/7/2022	ROSALIND ROWE	902 WOODROW WILSON	902 WOODROW WILSON	TUPELO, MS 38801	176.12					
211994-137528	1/10/2022	TERRANCE M WHITE	570 N GREEN ST	570 N GREEN ST	TUPELO, MS 38804	72.84					
212701-136830	1/11/2022	NATHAN J BROWN	699 VISTA RIDGE APT 516	699 NATION HILLS DR APT 516	TUPELO, MS 38804	66.81					
200364-100407	1/14/2022	MARY N WATKINS	KIRKWOOD APTS APT 188	PO BOX 576	ASHLAND, MS 38603	97.79					
204640-136409	1/19/2022	YAFAI RAED	1695 VALLEY VIEW CV	72 QUENTIN RD	BROOKLYN, NY 11223	230.47					
212349-112051	1/19/2022	EVELYN EDWARDS	1519 DEBRO	1519 DEBRO	TUPELO, MS 38804	558.60					
209395-128300	1/21/2022	ANTHONY J WILLIAMS	904 MARTIN ST	904 MARTIN ST	TUPELO, MS 38804	223.65					
212412-128845	1/21/2022	GLORIA D SPRINGER	507 LOCKRIDGE ST	507 LOCKRIDGE ST	TUPELO, MS 38804	301.50					
201801-137798	1/25/2022	VICTORIA N WHITTLE	405 WESTWOOD APT 29	405 LUMPKIN AVE APT 29	TUPELO, MS 38801	77.27					
204142-136331	1/28/2022	VANESSA W TATE	119 HORN LN APT 2	1742 W APOLLIP RD APT 1079	GARLAND, TX 75044	71.02					
216971-137068	1/28/2022	ANGELA N JOHNSON	2417 RUTH ST	3024 NEW HOPE RD	PONTOTOC, MS 38863	19.18					
205175-113520	1/31/2022	RAMONA L WALKER	1006 VAN BUREN	145 E POINT DR	SALTILLO, MS 38866	253.75					

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FEBRUARY 2022		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION		PAGE 2		
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
207296-110982	2/2/2022	MYRA L SHARP	1106 EVELYN DR	125 DRIVE 2014	GUNTOWN, MS 38849	0.29
217707-134125	2/2/2022	ALANAH G BLAKNEY	1602 SHANDS DR	1130 BIRMINGHAM RIDGE RD	SALTILLO, MS 38866	109.80
206542-132989	2/3/2022	DEAISHA I MCPHERSON	840 BARLEY ST APT 31	840 BARLEY ST APT 31	TUPELO, MS 38801	245.61
200027-100035	2/4/2022	KATINA D MARTIN	1322 THE GLEN APT B-14	PO BOX 1245	VERONA, MS 38879	185.16
201223-133562	2/4/2022	TRACY J RATLIFF	214 S HIGHLAND DR	214 S HIGHLAND DR	TUPELO, MS 38801	524.10
208174-130409	2/4/2022	MICKEY S GRADY	128 S MADISON ST APT 5	643 HERSCHBACH DR	GRANITE CITY, IL 62040	104.97
209897-132084	2/7/2022	PORTER L MABERRY	1917 B BRIAR RIDGE RD SOUTH SIDE	4171 PINE VALLEY RD	TUCKER, GA 30084	94.83
204093-128413	2/11/2022	AMBER D LOGAN	2474 BARNES CROSSING RD	2474 BARNES CROSSING RD	SALTILLO, MS 38866	1.93
205049-105085	2/11/2022	LEE COUNTY ELECTRICAL	743 SENTER ST	743 SENTER ST	TUPELO, MS 38801	103.29
201205-101248	2/14/2022	PAULETTE HOSKINS	309 S HIGHLAND	2814 CALLOWAY DR	ORLANDO, FL 32810	215.99
202657-137782	2/14/2022	KERRIE D MURPHY	409 S FOSTER	409 S FOSTER	TUPELO, MS 38801	148.90
209462-108753	2/18/2022	SADERIA O FREEMAN	342 LAKE ST	342 LAKE ST	TUPELO, MS 38804	178.61
211279-111124	2/18/2022	BLANCH E CRAIG	110 BONNIE DR	110 BONNIE DR	TUPELO, MS 38804	173.37
214104-113808	2/18/2022	CHARLOTTE MEEKS	1303 ACKIA TRL	1303 ACKIA TRL	TUPELO, MS 38801	281.34
219417-118898	2/18/2022	ANNE P BOONE	4973 MATTHEWS DR	4973 MATTHEWS DR	TUPELO, MS 38801	128.61
220499-119993	2/22/2022	DEMETRICE S LONG	139 HAYS DR	3231 KINGS HWY	TUPELO, MS 38801	98.81
201200-127740	2/23/2022	KERRYANN J SCOTT	306 S HIGHLAND DR	306 S HIGHLAND DR	TUPELO, MS 38801	305.47
222059-136401	2/23/2022	JOSEPH J ORTEGA	104 GRAND OLE OAKS APT 7	50051 BARRETT RD	ABERDEEN, MS 39730	136.99
208512-134218	2/25/2022	DANTE LUCKETT	634 W TOWN SQUARE APT 2	634 W MAIN ST APT 2	TUPELO, MS 38804	215.91
216792-102255	2/25/2022	EMILY E GRAY	705 VASSAR	705 VASSAR DR	TUPELO, MS 38801	267.54
220479-131105	2/25/2022	TEANNA M DOZIER	2809 GREEN TEE RD	2809 GREEN TEE RD	TUPELO, MS 38801	129.60
222360-129136	2/25/2022	JULIE M JACKSON	400 KING RD	400 KING RD	BELDEN, MS 38826	85.21
207235-132826	2/28/2022	CARLO SHEPHERD	911 WILLIAMS ST APT 2	PO BOX 731	VERONA, MS 38879	243.33
222502-135991	2/28/2022	PENNY L CLARK	112 GRAND OLE OAKS APT 4	137 WHITE WATER LN	SALTILLO, MS 38866	1.90

ACCOUNT NUMBER	DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
MARCH 2022						
TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION						
212645-135508	3/1/2022	KATRINA J GRAY	699 VISTA RIDGE APT 211	122 B HARRISBURG LNDG	TUPELO, MS 38801	209.18
203513-103621	3/3/2022	NESSIE D LONG	2700 W PARKWAY TERRACE APT 38	2700 W MAIN ST APT 38	TUPELO, MS 38801	178.60
209315-109195	3/4/2022	JEANETTE R JEFFERSON	331 BROWN ST	331 BROWN ST	TUPELO, MS 38804	220.20
220280-130151	3/7/2022	PORSHA M OWENS	2869 EVANS CIR	127 DRIVE 984 APT A-33	TUPELO, MS 38801	13.08
212417-112119	3/8/2022	REGINA F BANKS	502 LOCKRIDGE ST	502 LOCKRIDGE	TUPELO, MS 38804	143.42
209394-135233	3/9/2022	MELINDA YOUNG	906 MARTIN ST	104 A JACINTO HEIGHTS	BOONEVILLE, MS 38829	325.09
210954-110803	3/9/2022	HAZEL J SMITH	1417 ARCADE CIR	1417 ARCADE CIR	TUPELO, MS 38804	512.30
205469-136351	3/11/2022	MICHEAL R HALL	915 ONE D VILLE APT 93	915 GARFIELD ST APT 93	TUPELO, MS 38801	448.00
207244-107281	3/11/2022	BIRTHULAR A THOMAS	3405 S GREEN ST	3405 S GREEN ST	TUPELO, MS 38801	260.98
213433-136099	3/14/2022	ETHAN C NEWMAN	1011 BLAIR ST APT F	1011 BLAIR ST APT F	TUPELO, MS 38804	31.79
201720-138090	3/16/2022	ARTASIA S BOBO	508 OAK CREEK APT 55	508 LUMPKIN AVE APT 55	TUPELO, MS 38801	68.78
206520-131781	3/18/2022	TASHUNDRA D BEEKS	840 BARLEY ST APT 12	2830 BEASLEY DR	TUPELO, MS 38801	23.99
211118-110964	3/18/2022	WILLIAM D CANTRELL	1913 SIMPSON DR	387 ROAD 151	TUPELO, MS 38801	510.37
220629-107266	3/18/2022	SHIVONE R WEBB	168 W GARRISON ST	75 TIMBERLANE DR	WESTPOINT, MS 39773	11.02
204338-104395	3/21/2022	JODY N BLAKE	133 FREE WILL LN	1119 BRATTON RD APT 804	NEW ALBANY, MS 38652	81.85
220637-136272	3/24/2022	KHADJAH J WILLIAMS	162 E GARRISON ST	162 E GARRISON ST	TUPELO, MS 38801	46.56
217984-134908	3/25/2022	TIFFANY N MILLS	1204 FRANCIS SQ	1204 FRANCIS SQ	TUPELO, MS 38804	178.84
214176-113880	3/25/2022	LEROY R IVEY	1404 W BRISTOW DR	1404 W BRISTOW DR	TUPELO, MS 38801	565.74
221353-136990	3/25/2022	ALISON K JONES	1694 WOODLAND CV	1694 WOODLAND CV	BELDEN, MS 38826	40.65
203970-104038	3/28/2022	DEAN J WEBB II	133 WESLEY CV	120 WESLEY CV APT B	SALTILLO, MS 38866	8.62
206106-106155	3/28/2022	JUANITA P SMITH	2440 AVONLEA CV # 12	1975 MOUNTAINBROOK DR	COTTONDALE, AL 35453	346.79
202121-102217	3/29/2022	FLOYD W STEWART	2105 WAYNE DR	2105 WAYNE DR		339.93

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		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION							
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount			
200283-135441	4/1/2022	ALAN A MILLER	KIRKWOOD APTS APT 202	202 MILFORD ST APT 202	TUPELO, MS 38801	8.44			
200678-100740	4/1/2022	SHIRLEY Q HARRIS	111 STONE ST	111 STONE ST	TUPELO, MS 38801	277.22			
201494-101535	4/1/2022	THERESA A FARRAR	200 PAGE ST	200 PAGE ST	TUPELO, MS 38801	452.79			
209012-136878	4/1/2022	TRASHAWN O STANDIFER	326 1/2 N MADISON ST	60033 GAP RD	SMITHVILLE, MS 38870	138.20			
221201-120645	4/1/2022	SHARON S BARNES	3528 FAIR OAKS DR	3528 FAIR OAKS DR	BELDEN, MS 38826	52.00			
205176-105206	4/4/2022	MARGARET H BARSHAW	904 EISENHOWER DR	904 EISENHOWER DR	TUPELO, MS 38801	712.33			
212759-136605	4/4/2022	RUSSELL J SMITH	699 VISTA RIDGE APT 911	699 NATION HILLS DR APT 911	TUPELO, MS 38804	270.14			
204811-130677	4/5/2022	RONDA R BROWN	3592 S GREEN ST	3592 S GREEN ST	TUPELO, MS 38801	588.84			
209979-132165	4/5/2022	COONTAIL INVESTMENTS LLC C/O DAVID DALE	1216 WILSON ST	5330 ISIDORE LN	MISSOURI CITY, TX 77459	205.42			
213282-133902	4/5/2022	REGINALD J HOLLIMON	412 BURRESS CIR APT 3	412 BURRESS CIR APT 3	TUPELO, MS 38804	9.35			
213399-128801	4/5/2022	JENNELLE L VANN	404 AMOS ST APT 2	404 AMOS ST APT 2	TUPELO, MS 38804	82.44			
206759-106788	4/6/2022	MARY L BISHOP	2983 S TIMBERLAWN APT 4	2983 S GREEN ST APT 4	TUPELO, MS 38801	73.90			
208129-135546	4/6/2022	TIMOTHY A HOLT	130 S MADISON ARMS APT 9	130 S MADISON ST APT 9	TUPELO, MS 38804	69.55			
205242-127934	4/8/2022	WINIFRED D HERRON	912 HARRISON	912 HARRISON	TUPELO, MS 38801	253.90			
205373-105410	4/8/2022	EVA E JEFFERSON	915 ONE D VILLE APT 54	915 GARFIELD ST APT 54	TUPELO, MS 38801	23.61			
222161-137770	4/8/2022	RAYBRIC D MIMS	4826 HODGES DR	151 ROAD 141	TUPELO, MS 38804	350.71			
220318-106279	4/11/2022	ANGELA R HAMILTON	2934 MOORE AVE	2934 MOORE AVE	TUPELO, MS 38801	9.90			
209745-128793	4/14/2022	SUNJI N MARTIN	701 HILL N DALE	701 HILL N DALE DR	TUPELO, MS 38804	194.26			
209968-109872	4/18/2022	SUE CARNATHAN	2115 BRIAR RIDGE RD	908 KINGS CREEK RD APT 13	NEW ALBANY, MS 38652	9.61			
200007-134197	4/20/2022	JAMAINE C SHUMPERT	1322 THE GLEN APT A-11	PO BOX 126	BELDEN, MS 38826	306.41			
214667-133057	4/22/2022	GINGER D TIMMS	1464 REMINGTON DR	1440 MAPLE RD	NETTLETON, MS 38858	76.82			
200343-100588	4/28/2022	CASONYA G KING	KIRKWOOD APTS APT 119	2403 RHENDA ST	TUPELO, MS 38801	0.80			

APRIL 2022

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ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
200120-134464	4/29/2022	CHRISTOPHER M BALL	1321 THE GLEN APT J-4	1321 IDA B WELLS ST APT J-4	TUPELO, MS 38801	133.17
201606-104522	4/29/2022	BENJAMIN A MARTIN	1910 NELLE ST	1910 NELLE ST	TUPELO, MS 38801	71.29
220310-137310	4/29/2022	AVERY L FAIRLEY	3078 MOORE AVE	3078 MOORE AVE	TUPELO, MS 38801	72.79

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
MAY 2022						
TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION						
203553-135510	5/2/2022	ANECEE M TALLEY	2700 W PARKWAY TERRACE APT 96	2700 W MAIN ST APT 96	TUPELO, MS 38801	233.92
212260-134529	5/2/2022	ANTHONY J BURNETT	502 BARNES ST	PO BOX 85	VERONA, MS 38879	340.39
218052-132773	5/2/2022	HUNTER W STEPHENS	1611 CLAYTON AVE	2716 FAWN GROVE RD	MANTACHIE, MS 38855	359.87
223775-136692	5/2/2022	ZACHARY L LEECH	525 MAGAZINE ST	73 SHADY ACRES	TUPELO, MS 38804	0.10
214619-114282	5/4/2022	LOUCIE L STUBBS	1332 GUN CLUB RD	561 B HWY 45 N	BOONEVILLE, MS 38829	97.19
217429-129028	5/4/2022	ROBERT L YEAGER	2603 E BAY CIR	9000 WOODBINE TR	RIVIERA BEACH, FL 33418	78.97
202515-102624	5/6/2022	NORLENE V GREEN	102 TANGLEWOOD CIR	3221 ROSECRANS PL	SAN DIEGO, CA 92110	114.99
209893-106931	5/10/2022	REGGIE T WILLIAMS	1915 BRIAR RIDGE RD	1915 BRIAR RIDGE RD	TUPELO, MS 38801	237.58
200433-137574	5/11/2022	DILLAN H CRUMPTON	KIRKWOOD APTS APT 229	163 CEDAR RIDGE DR	ECRU, MS 38841	33.39
213952-135805	5/11/2022	TERICA I HIGH	1233 E BRISTOW DR	1233 E BRISTOW DR	TUPELO, MS 38801	106.21
217926-130194	5/12/2022	MARY E WARD	911 CLAYTON AVE	911 CLAYTON AVE	TUPELO, MS 38804	228.15
209306-137213	5/20/2022	FRESH PROPERTIES LLC C/O TERRY L MARTIN	312 CANAL ST	764 CR 419	WOODLAND, MS 39776	50.28
220492-135334	5/20/2022	ORLANDO GLASS	112 E GARRISON ST	112 E GARRISON ST	TUPELO, MS 38801	153.08
209782-136851	5/23/2022	GABRIELLE K SHUMPERT	907 HILL N DALE	2751 BEASLEY DR	TUPELO, MS 38801	141.87
217150-137898	5/23/2022	KAYLA J SHEFFIELD	118 BRIARWOOD CIR	570 MUSEUM DR APT 20	MANTACHIE, MS 38855	86.41
204804-131103	5/24/2022	KIMBERLY D FIELDS	908 BICKERSTAFF RD	1902 LOUISE ST APT 2	TUPELO, MS 38801	109.27
219019-118513	5/27/2022	ALFRED KELLY	190 FOX FARM RD	190 FOX FARM RD	TUPELO, MS 38801	221.41
221466-125515	5/27/2022	TORSYLVIA C MONTGOMERY	3085 WILLIE MOORE RD	3085 WILLIE MOORE RD	TUPELO, MS 38801	75.61
222215-138196	5/27/2022	LAMANTE D GREEN	2492 WALSH RD	2492 WALSH RD	BELDEN, MS 38826	68.95
220103-119595	5/31/2022	SANDRA D CHAMBERS	239 HARVESTER SQ	239 HARVESTER SQ	TUPELO, MS 38801	14.84
220576-135505	5/31/2022	CRAIG A NICHOLS	132 W GARRISON ST	920 TUSIDIA RD APT 9	AMORY, MS 38821	37.58

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JUNE 2022		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION		PAGE 7		
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
200783-137322	6/3/2022	KIRSTEN M ROGERS	1233 CENTRAL AVE	1233 CENTRAL AVE	TUPELO, MS 38801	49.96
204043-134605	6/6/2022	ANTHONEA S ARMSTRONG	114 INDIAN VILLAGE LN	114 INDIAN VILLAGE LN	SALTILLO, MS 38866	13.08
202057-102146	6/10/2022	SHIRNIKA L LEFLORE	HILLDALE APTS APT H-64	55 WILLIAMS DR	LYONS, MS 38645	30.50
207158-136959	6/10/2022	ANTHONY L COLEMAN	2718 WOODGLEN DR	2718 WOODGLEN DR	TUPELO, MS 38801	232.86
207347-102006	6/10/2022	CHELSEA L CRUMP	1018 TERRY RD	1018 TERRY RD	TUPELO, MS 38801	728.91
214027-133334	6/13/2022	BENNIE L ANDERSON	907 GEORGE AVE	133 KING RD	BELDEN, MS 38826	13.73
201607-137703	6/15/2022	MARGARET C MAY	1908 NELLE ST	198 HELEN RDG	PONTOTOC, MS 38863	127.32
217022-138277	6/15/2022	BRYAN E GORDON	2400 HOLMES ST LEE COURT APT 2	13278 W FARGO DR	SURPRISE, AZ 85374	98.66
210457-135318	6/17/2022	MAKENZIE M GATES	1446 S FEEMSTER LAKE APT 5	1446 S FEEMSTER LAKE RD APT 5	TUPELO, MS 38804	199.90
212238-111984	6/17/2022	TIFFANY M SALTERS	516 CLINTON	516 CLINTON	TUPELO, MS 38804	10.15
217277-136361	6/17/2022	EZEKIEL D NEWHAUS	1107 BELK ST	1107 BELK ST	TUPELO, MS 38804	88.69
203972-104040	6/23/2022	MARSHALL R DOBSON	141 WESLEY CV	426 N HOLIDAY ST	GRAND PRAIRIE, TX 75702	39.37
209620-109479	6/23/2022	KATHY J NEUHEISEL	616 HERRING CIR	2948 HWY 178	TUPELO, MS 38804	135.48
213926-136399	6/24/2022	JESSICA S JONES	1225 LAMBARD ST	112 WHITE WATER LN	SALTILLO, MS 38866	122.84
214099-130680	6/24/2022	ALISHA M TACKETT	1302 LUMPKIN AVE	1807 TRACE AVE	TUPELO, MS 38801	688.58
200333-130855	6/29/2022	MARQUAZIANA L MOSS	KIRKWOOD APTS APT 132	102 HAMPTON GREEN DR	LAGRANGE, GA 30240	199.49
202708-135192	6/30/2022	PORSHIA S HARDEN	2450 D MAGNOLIA PL	2450 D MAGNOLIA PL	TUPELO, MS 38801	69.29
216772-134166	6/30/2022	ANTELEESHAH L DOSS	702 VASSAR ST	3377 WINCHESTER CIR	TUPELO, MS 38801	131.05
221365-119316	6/30/2022	LARRITA R CHANDLER	3225 FOREST HILL DR	3225 FOREST HILL DR	BELDEN, MS 38826	45.45





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Stephen N. Reed, Assistant City Attorney

**DATE** June 12, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1226 BOGGAN DRIVE AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF SAID PROPERTY **SR**

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**Request:**

Approve the attached order and associated contract.

**AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO  
CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY  
LOCATED AT 1226 BOGGAN DRIVE, CITY OF TUPELO, LEE COUNTY,  
MISSISSIPPI**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972, as amended), including the authority to purchase such real property as determined by the city to be for a proper municipal purpose; and

**WHEREAS**, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 1226 Boggan Drive from JM Harrison Properties, LLC (hereinafter “Subject Property”) for the best negotiated price of Forty-five Thousand Dollars (\$45,000) as determined by a licensed real estate appraiser (Exhibit “A”); and

**WHEREAS**, the Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

**Lots 6 and 7 in Block 1 of the Marsh Subdivision in the Southeast Quarter of  
Section 36, township 9, Range 5, in the City of Tupelo, Lee County,  
Mississippi.**

**Marsh Addition to Willis Heights Subdivision is recorded in Plat Bok 1 at  
Page 72 in the land records of Lee County, Mississippi, reference to which is  
hereby made.**

**WHEREAS**, the Subject Property is currently in such a state of blight as to be detrimental to the health, safety and welfare of the citizens of the City of Tupelo; and

**WHEREAS**, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

**NOW, THEREFORE**, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.
2. The City Council authorizes the purchase of the Subject Property for not more than Forty-five Thousand Dollars (\$45,000).
3. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a purchase agreement with JM Harrison Properties, LLC. for the purchase of the Subject Property (*see* Exhibit “B”), subject to all terms favorable to the parties, and to execute all documents necessary to effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.

- 4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

After a full discussion of this matter, Council Member \_\_\_\_\_ moved that the foregoing Order be adopted and said motion was seconded by Council Member \_\_\_\_\_ and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	_____
Councilmember Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember Gaston voted	_____
Councilmember Jones voted	_____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the order adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
 TRAVIS BEARD  
 City Council President

ATTEST:

\_\_\_\_\_  
 MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
 TODD JORDAN, Mayor

\_\_\_\_\_  
 DATE

Rogers Appraisal Co., Inc.  
112 South Broadway  
Tupelo, MS 38804  
662-842-9200

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July 8, 2022

The Peoples Bank  
P.O. Drawer 419  
Ripley, MS 38663

Property - 1226 Boggan Drive  
Tupelo, MS 38801  
Client - The Peoples Bank  
File No. - H220451  
Case No. -

Dear Mr. Koon:

In accordance with your request, I have prepared an appraisal of the real property located at 1226 Boggan Drive, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 06/23/2022 is :

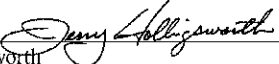
\$47,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Rogers Appraisal Co., Inc.

  
\_\_\_\_\_  
Jerry Hollingsworth  
MS Certification #RA-696

MS Certification #RA-696

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**CONTRACT OF PURCHASE**

**THIS AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **JM HARRISON PROPERTIES**, a Mississippi limited liability company (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 1226 Boggan Drive in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

**Lots 6 and 7 in Block 1 of the Marsh Subdivision in the Southeast Quarter of Section 36, township 9, Range 5, in the City of Tupelo, Lee County, Mississippi.**

**Marsh Addition to Willis Heights Subdivision is recorded in Plat Bok 1 at Page 72 in the land records of Lee County, Mississippi, reference to which is hereby made.**

1. **PRICE.** The purchase price of the Subject Property shall be Forty-five Thousand Dollars (\$45,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this to be just compensation. The purchase price is due and payable at closing.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement.  
The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer's choosing.
4. **PROPERTY TAXES.** Property taxes shall be prorated as of the date of closing.

- 5. PROPERTY CONDITION. The Subject Property is sold in an “AS IS”, “WHERE IS” condition “WITH ALL FAULTS” as of the closing.
- 6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 90-days after the execution of this agreement. Possession shall take place immediately at closing.
- 7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.
- 8. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 9. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
- 10. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
- 11. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- 12. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer’s governing authorities.
- 13. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**  
 City of Tupelo, Mississippi  
 Attn: Stephen N. Reed  
 PO Box 1485  
 Tupelo, MS 38802-1485

**SELLER:**  
 JM Harrison Properties  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

- 14. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
- 15. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BUYER:**

**City of Tupelo, Mississippi**

\_\_\_\_\_  
Todd Jordan, its Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Hanna, CFO/City Clerk

**SELLER:**

**JM Harrison Properties, LLC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Stephen N. Reed, Assistant City Attorney

**DATE** June 12, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF A BROADCAST RIGHTS AGREEMENT WITH 5GTV FOR THE PUBLIC BROADCASTING OF CITY COUNCIL MEETINGS AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT **SR**

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**Request:**

Approve the attached agreement and grant the Mayor and City Clerk the authority to execute.