REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 6, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, October 6, 2026, at 6:00 p.m. The following Council Members attended: Lynn Bryan, Travis Beard, Bentley Nolan, Janet Gaston, and Rosie Jones. Also attending were City Attorney Ben Logan, and Sandra Shumaker, Clerk of the Council. Council Members Chad Mims and Nettie Davis were absent. Council Member Beard gave the invocation, and Council President Lynn Bryan asked Ashley Adkinson from Boy Scout Troop #12 to lead the pledge of allegiance. President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard, to amend the agenda order to add the following items. Of those present, the vote was unanimous in favor.

#2 IN THE MATTER OF PUBLIC HEARING FOR REQUEST TO REZONE PROPERTY PARCEL 075V-22-004-01 LOCATED ON COLEY ROAD – AGRICULTURE/OPEN SPACE TO MIXED USE-MUAC

#22 IN THE MATTER OF REVIEW AND APPROVE ORDINANCE TO REZONE PROPERTY PARCEL 075V-22-004-01 LOCATED ON COLEY ROAD – AGRICULTURE/OPEN SPACE TO MIXED USE-MUAC

PROCLAMATIONS

Mayor Jordan presented Brad Green, director of the Chickasaw Heritage Center with a proclamation for Piominko Day to be observed on October 12, 2026. APPENDIX "A"

RECOGNITION OF GIRL/BOY SCOUTS

Council President Bryan recognized and welcomed boy scout Ashely Adkinson, son of Angela and Payne Adkinson from First Methodist Church Troop #12.

EMPLOYEE RECOGNITION

Mayor Jordan presented Gabby Bowen with the Huntington Bank Arena with a certificate and congratulated her on five years of employment with the City of Tupelo.

PUBLIC RECOGNITIONS

Council Member Beard invited everyone to come to the Dudie Burger Festival for a burger and moon pie on Saturday at the Oren Dunn Museum. He recognized Council Members Janet Gaston and Bentley Nolan for their contributions that led to Target coming to Tupelo. He also asked everyone to keep Councilwoman Nettie Davis in their prayers.

Council Member Gaston congratulated Lucia Randle and the DTMSA team for another great season at the Farmer Market.

Vice President Nolan invited everyone to attend the Family Fun Day on Saturday at the Depot.

MAYOR'S REMARKS

Mayor Jordan announced the soft opening of Target went very well and was well attended. Woodford Way is being striped, and signs should be in place on Friday in time for the ribbon cutting. Everything should be open this weekend.

Mayor Jordan reported that Parks and Recreation hosted over 60 events in the last year which generated over six million dollars, an increase from last year of over $500,00. The Aquatic Center generated $613,000.in revenue, an increase of over $100,000. from last year. The city will host State Swim Championships and the Community Forward Festival on October 17 and Community Suicide Prevention Walk on October 24.

Mayor Jordan asked Mr. Brady Green to speak on the opening of the Chickasaw Heritage Center. Mr. Green stated that Phase One of the opening of the center would occur in approximately six months. The entrance will be off Natchez Trace Parkway. Most of the campus activities will be free of charge to visitors and include seasonal and quarterly events. The venue will also include a museum and a gift shop. Phase Two will include a cafeteria, a theatre, a playground, a traditional village set up, trails, and more. They expect to host well over one hundred thousand visitors a year.

Mr. Green invited everyone to attend the laying of the wreath celebration on Piominko Day in Fairpark on October 12.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on this matter. APPENDIX “B”

IN THE MATTER OF PUBLIC HEARING FOR REQUEST TO REZONE PROPERTY PARCEL 075V-22-004-01 LOCATED ON COLEY ROAD – AGRICULTURE/OPEN SPACE TO MIXED USE-MUAC

No one appeared to speak on this matter. APPENDIX “C”

CITIZEN HEARING

Joahn Dale Haas Summers addressed the council and presented a picture of a dangerous road hazard located at her home. The hole created by the erosion is 29’long, 16’ wide, 6’7” deep, and

growing. There is 24" of shoulder on her side of the street and no shoulder on the other side of the street. She stated that she has requested assistance from the city for the past seven years and, aside from rock and dirt being placed on the ditch, nothing has been done. There is an accident here every three to four years. She requested that, if the city does not see a need to repair this issue, please at least place guard rails along this section of Elvis Presley Drive. APPENDIX "D"

ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE MINUTES OF CITY COUNCIL SPECIAL CALL MEETING OF SEPTEMBER 10, 2026

Vice President Nolan moved, seconded by Council Member Gaston, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF REVIEW/APPROVE MINUTES OF CITY COUNCIL MEETING OF SEPTEMBER 15, 2026

Council Member Beard moved, seconded by Vice President Nolan, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "F

IN THE MATTER OF BILL PAY

The bills were reviewed by Vice President Bentley Nolan and Council Member Travis Beard. Vice President Nolan moved, seconded by Council Member Beard to approve and pay the bills as presented with check numbers . 444870-445319 and 50004611-50004638. Of those present, the vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF FY2027 PETTY CASH ACCOUNTS

President Bryan stated that this was an annual approval naming custodians of petty cash accounts for each department that occurs with the beginning of every fiscal year. Council Member Beard moved, seconded by Vice President Nolan, to approve the list as presented. Of those present, the vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Gaston moved, seconded by Council Member Beard, to approve the promotional items listed below. Of those present the vote was unanimous in favor. APPENDIX "I"

Various Vendors	$10,000	Community Forward Festival
Kathryn Stockett	$ 7,500	Tupelo Reads Event Speaker (April 7, 2027)

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 6, 2026

IN THE MATTER OF REVIEW, APPROVE, REJECT RFP2026-042BA TO BUSINESS COMMUNICATIONS, INC.

President Bryan stated that this was an RFP to update storage and data for city servers. Three additional servers will be purchased and placed at City Hall, Tupelo Police Department and Fire Station #5. Vice President Nolan moved, seconded by Council Member Beard, to approve and award Business Communications, Inc. as the sole bidder. Of those present, the vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF MUNICIPAL COMPLIANCE QUISTIONNAIRE

President Bryan explained that this questionnaire is required of the city on an annual basis at the end of every fiscal year. Council Member Gaston moved, seconded by Council Member Beard, to approve the annual submission of the municipal questionnaire as presented. Of those present, the vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF REVIEW/APPROVE FINAL LOT MOWING LIST

Vice President Nolan moved, seconded by Council Member Gaston, to approve the final lot mowing list as presented. Of those present, the vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF REVIEW AND APPROVE REVISIONS OF LOT MOWING LIENS

Due to a clerical error, revisions were made to the following liens and filed at Lee County Circuit Court. Council Member Beard moved, seconded by Council Member Gaston, to approve the revisions to the liens as presented. Of those present, the vote was unanimous in favor. APPENDIX "M"

ADDRESS:	PARCEL:	AMOUNT:
1400 Central	077Q-36-081-00	$75.00
905 Harrison Street	101D-01-179-00	$75.00
Canal Street	088N-33-047-00	$100.00
2411 Danny Street	077P-35-006-00	$75.00
605 Trout Street	101B-02-025-00	$75.00
202 Enoch Avenue	077Q-36-219-00	$75.00
2308 Torrey Street	077P-35-187-00	$75.00
909 Desoto Drive	077G-25-031-00	$100.00
2317 Englewood Drive	101B-02-247-00	$100.00
213 North Thomas Street	077J-35-005-00	$75.00
401 Monument Drive	101B-02-140-00	$100.00
1518 Central Avenue	077Q-36-156-00	$100.00
2607 Bryan Drive	101B-02-195-00	$75.00
122 Harvesters Square	079V-32-147-00	$75.00
2411 Danny Street	077P-35-006-00	$75.00

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
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OCTOBER 6, 2026

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR AUGUST 10, 2026

Council Member Gaston moved, seconded by Council Member Beard to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "N"

IN THE MATTER OF BID AWARD APPROVAL 2026-039PW CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Vice President Nolan moved, seconded by Council Member Gaston, to approve and award the bid to James A. Hodges Construction, Inc. as the lowest bidder with a bid of $434,943.30. Of those present, the vote was unanimous in favor. APPENDIX "O"

IN THE MATTER OF CONTRACT APPROVAL CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION BID NO. 2026-039PW

Council Member Beard moved, seconded by Vice President Nolan, to approve the execution of a contract with James. A. Hodges Construction, Inc. following the approval of Bid 2026-039PW. Of those present, the vote was unanimous in favor. APPENDIX "P"

IN THE MATTER OF SOLE SOURCE FOR ACUTAB FROM MEMPHIS POOL

Council Member Gaston moved, seconded by Vice President Nolan, to approve this sole source purchase as presented. Of those present, the vote was unanimous in favor. APPENDIX "Q"

IN THE MATTER OF THE LEE COUNTY CHILD PROTECTION TASK FORCE INTERLOCAL COOPERATIVE AGREEMENT

Assistant City Attorney Stephen Reed stated that this agreement would join the Tupelo Police Department with the Lee County Sheriff's Office, and the First District Court in a multi-jurisdictional task force hosted by Lee County. This task force will address issues with prosecution of crimes against children. Each of these entities would have a detective on the task force. Vice President Nolan moved, seconded by Council Member Beard to approve this agreement as presented. Of those present, the vote was unanimous in favor. APPENDIX "R"

IN THE MATTER OF REVIEW AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC. FOR TRANSPORTATION SERVICES

Assistant City Attorney Stephen Reed stated that this is the annual renewal of an MOU with Mississippi Community Services, Inc. that provides the Tupelo Transit Program. Council Member Beard moved, seconded by Council Member Gaston, to approve this agreement as presented. Of those present, the vote was unanimous in favor. APPENDIX "S"

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 6, 2026

IN THE MATTER OF APPROVAL OF HUNTINGTON BANK ARENA MINUTES OF AUGUST 17, 2026

Vice President Nolan moved, seconded by Council Member Gaston, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "T"

IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS

Council Member Beard moved, seconded by Vice President Nolan, to approve the surplus of two Water & Light floating aerators removed from the Colonial Estates sewer pumping station. These items will be sold as scrap. Of those present, the vote was unanimous in favor. APPENDIX "U"

IN THE MATTER OF AWARD BID #2026-036WL – FRONT STREET RENOVATIONS

Council Member Beard moved, seconded by Vice President Nolan, to approve and award the bid for the Water & Light front street renovations to M&N Construction, LLC in the amount of $1,189,770.00. This bid came in under budget. Of those present, the vote was unanimous in favor. APPENDIX "V"

IN THE MATTER OF REVIEW AND APPROVE ORDINANCE TO REZONE PROPERTY PARCEL 075V-22-004-01 LOCATED ON COLEY ROAD – AGRICULTURE/OPEN SPACE TO MIXED USE-MUAC

Council Member Beard moved, seconded by Council Member Gaston, to approve this ordinance that will rezone 3.4 acres that has been sold to the NMMC from Agriculture/Open Space to Mixed Use-MUAC. Of those present the vote was unanimous in favor. APPENDIX "W"

EXECUTIVE SESSION

Vice President Nolan moved, seconded by Council Member Gaston, to determine the need for executive session. City Attorney Ben Logan advised that the matter related to acquisition of real property interests by the city and represented a proper matter for executive session. . Of those present, the vote was unanimous in favor.

Council Member Beard moved, seconded by Council Member Gaston, to enter executive session at 6:31 PM. Of those present, the vote was unanimous in favor.

Council Member Beard moved, seconded by Vice President Nolan, to exit executive session and return to regular session at 6:53 PM. Of those present the vote was unanimous in favor.

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 6, 2026

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Gaston moved, seconded by Council Member Beard, to adjourn the October 6, 2026, council meeting at 6:53 PM. Of those present, the vote was unanimous in favor.

_____
LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:

_____
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED

_____
TODD JORDAN, MAYOR

_____
DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Scott Costello, Communications Director

DATE October 1, 2026

SUBJECT: IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

Request:

Mayor Jordan will present a proclamation for Piominko Day 2026.

OFFICE OF THE MAYOR

PIOMINKO DAY
PROCLAMATION

WHEREAS, Revered Chickasaw leader, Piominko, also known as "Mountain Leader," was born and lived in the heart of the historic Chickasaw Homeland, located in present-day Tupelo, from approximately 1750 to 1798; and

WHEREAS, Piominko was the most influential and important Chickasaw ally of the United States during the early formation of the new republic, and his leadership was critical both for the United States and the Chickasaw Nation; and

WHEREAS, During the American Revolutionary War, Piominko was given a commission as an officer by President George Washington, and in 1794 he was presented with a peace medal by President Washington both for his service in the Revolution and his invaluable efforts in formalizing peaceful relations between the two nations; and

WHEREAS, Piominko and President Washington signed the Treaty between the Chickasaw and United States of 1786, also known as the Treaty of Hopewell which formalized the Chickasaw Nation's alliance with the fledgling United States government and formally defined the tribal boundaries, and Piominko acted as a Chickasaw diplomat in meetings with southeastern tribes, state governors and President Washington; and

WHEREAS, in 2005 the Rotary Club of Tupelo was instrumental in the commissioning and dedication of a 6-foot-tall Piominko statue, which now stands prominently in front of City Hall, and to this day, Rotary continues to work to increase public awareness of Piominko's legacy and historical significance in Tupelo and North Mississippi, and

WHEREAS, in 2008 the Chickasaw Nation proclaimed the 2nd Monday in October as Piominko Day, to be celebrated annually in perpetuity, and Piominko is recognized as a seminal figure in the history of Tupelo and northeast Mississippi; and

WHEREAS, The Chickasaw Inkana Foundation, along with the Daughters of the American Revolution and the City of Tupelo will continue to work to increase awareness of the importance of Chickasaw culture and history and preserve, protect and interpret Chickasaw culture and history in the historic Chickasaw Homeland;

NOW THEREFORE, I, Todd Jordan, Mayor of Tupelo, Mississippi, do hereby proclaim October 12, 2026, as

PIOMINKO DAY

In Tupelo, Mississippi, and encourage all citizens to recognize Piominko for his extraordinary leadership of the Chickasaw people and his dedicated efforts to secure peace between the United States and the Chickasaw Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 6th day of October, in the year of our Lord 2026.

ATTEST:

Todd Jordan, Mayor

Kim Hanna, City Clerk

Brady Davis, CEO
Chickasaw Inkana Foundation

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 10/06/26

SUBJECT: IN THE MATTER OF PUBLIC HEAIRNG FOR LOT MOWING **TN**

REQUEST:

FINAL LOT MOWING LIST 10-06-26

RECORD #	VIOLATION ADDRESS	PARCEL ID	OWNER NAME	OWNER STREET	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-578	675 WEST MAIN STREET SUITE B, Unit B, TUPELO, MS 38804	089N-31-078-00	JOYNER ERNEST IIIBECK REALTY & PROPERTY MANAGEMENT	P O BOX 1095	TUPELO	MS	38802	JLB
LM-26-569	2105 STEPHEN D LEE STREET, TUPELO, MS	077P-35-016-00	TMC LLC	210 EAST MAIN ST	TUPELO	MS	38804	RS
LM-26-564	405 SOUTH FOSTER DRIVE, TUPELO, MS 38801	077P-35-232-00	TLGFY LLC	PO BOX 8155	GULFPORT	MS	39506	RS
LM-26-548	3086 BEASLEY DRIVE, TUPELO, MS 38801	105D-15-059-00	BMO PROP LLC	114 ROBIN STREET	TUPELO	MS	38804	RS
LM-26-542	1641 LAKEFIELD DRIVE, TUPELO, MS 38801	074R-20-068-00	SMALL SAPRINA L & BRUCE	1641 LAKEFIELD DR	TUPELO	MS	38801	SB
LM-26-541	3031 MOORE AVENUE, TUPELO, MS 38801	105D-15-047-00	ADAIR HOLDINGS LLC	NO 115TH STREET SUITE 100	OMAHA	NE	68154	RS

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 06/02/2026

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REQUST TO REZONE PROPERTY PARCEL 075V-22-004-01 LOCATED ON COLEY ROAD – AGRICULTURE/OPEN SPACE TO MIXED USE - MUAC

REQUEST:

NORTHEAST MISSISSIPPI
Daily Journal

9/9/2026

Northeast Mississippi Daily Journal

PO Box 909
Tupelo, MS 38802
662-678-1516

Classified (662) 842-2622
Email:
lacey.page@journalinc.com

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E-mail:	**missy.shelton@tupeloms.gov**	Inserts:	**2**
Publications:	**Daily Journal DJournal.com**	Words:	**148**
		Lines:	**42**
		Columns:	**1**
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		Agate Lines:	**39**

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Daily Journal	09/19/2026	09/19/2026	2.00	$23

Email: mandolyn.shurden@tupeloms.gov

#2000881

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

CITY OF TUPELO, MISSISSIPPI

A Public Hearing will be held by the Tupelo City Council to consider a request to rezone the property at Parcel Number 075V-22-001-01 located off Coley Rd. The request is to rezone 3.04 acres from Agriculture / Open Space to Mixed Use Activity Center.

A Public Hearing has been scheduled to consider this application on Tuesday, October 6, 2026, at 6:00 P.M. This Public Hearing will be held in the Council Chambers on the second floor of City Hall, located at 71 East Troy Street.

Copies of the rezoning application and supporting information are available for inspection during regular business hours at the Department of Development Services on the third floor of City Hall, 71 East Troy Street, Tupelo, Mississippi.

WITNESS MY SIGNATURE, THIS IS THE 9TH DAY OF SEPTEMBER 2026.

TODD JORDAN, MAYOR

September 19, 2026.



Ditch in front of 1470 Elvis Presley Dr. Tupelo, Mississippi

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE OCTOBER 6, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL SPECIAL CALL MEETING MINUTES OF SEPTEMBER 10, 2026

REQUEST: REVIEW AND APPROVE

CITY COUNCIL SPECIAL CALLED MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 10, 2026

Be it remembered that a special-called meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Thursday, September 10, 2026, at 4:00 p.m. with the following in attendance: Council Members Chad Mims, Travis Beard, Bentley Nolan, Janet Gaston. Lynn Bryan and Nettie Davis attended via phone. Rosie Jones entered the meeting at 4:14 pm. Ben Logan, City Attorney, and Sandra Shumaker, Clerk of the Council. Vice President Bentley Nolan called the meeting to order at 4:02 p.m.

IN THE MATTER OF THE TAX ROLL FOR THE 2026 TAX YEAR

Council Member Gaston moved, seconded by Council Member Mims, to approve the tax roll for the 2026 tax year as presented. Of those present, the vote was unanimous in favor. APPENDIX "A"

IN THE MATTER OF THE 2026 TAX LEVY

CFO/City Clerk Kim Hanna stated that the tax levy is proposed to remain at 42.7 mils. It has not gone up since 2007. The only change is that the school had a slight decrease. Council Member Mims moved, seconded by Council Member Gaston, to approve the 2026 Tax Levy as presented. Of those present, the vote was unanimous in favor. APPENDIX "B"

IN THE MATTER OF REVIEW/APPROVE 2027 BUDGET

Council Member Mims moved, seconded by Council Member Gaston, to approve the 2027 budget as presented. Of those present, the vote was unanimous in favor. APPENDIX "C"

IN THE MATTER OF BUDGET AMENDMENT #10 FOR FY2026

CFO/City Clerk Kim Hanna stated that this amendment was the transfer of money from some funds with surplus to cover spending increases in other funds. While some expenditure has increased, so have revenues. Council Member Gaston asked about the $35,000 increase to the Police and Fire Department Retirement Fund. Ms. Hanna answered that they are expecting to receive additional funds and if they are not received, the money will not be transferred. Council Member Mims moved, seconded by Council Member Gaston, to approve the budget amendment as presented. Of those present, the vote was unanimous in favor. APPENDIX "D"

IN THE MATTER OF DONATIONS FROM VARIOUS VENDORS TO BE USED TOWARD A LEGISLATIVE EVENT

Council Member Gaston moved, seconded by Council Member Beard, to approve and accept donations totaling $13,000 from various vendors to be deposited into CVB for the purpose of providing a legislative event which will inform Senators and Representatives of the needs of Tupelo. Of those present, the vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF THE FIRE & POLICE RETIREMENT

Council Member Beard moved, seconded by Council Member Mims to approve an Order Granting A 2% Increase In The Benefits For All Members And Beneficiaries Receiving Retirement Relief Or Disability

Relief Benefits From The Firemen's And Policemen's Disability And Relief Fund For Fiscal Year 2026-2027 APPENDIX "F"

IN THE MATTER OF AFFIRM OR OVERRULE AN APPEAL OF THE PLANNING COMMITTEE DECISION REGARDING A DAYCARE LOCATED AT 205 COMMERCE STREET

Tanner Newman, Director of Development Services, informed the council that appeals had been received asking the council to reverse a decision made by the Planning Committee to allow a daycare at 205 Commerce Street. APPENDIX "G"

Kevan Kirkpatrick with the Huntington Bank Areana and Conference Center spoke to the council regarding the decision of the Planning Committee to allow a daycare to open for business at 205 Commerce Street. Mr. Kirkpatrick voiced safety concerns due to the late hours of the arena events which could possibly pose children being picked up at the late hour as well as pedestrians and traffic issues created by people leaving concerts and other events. It is not possible to control what happens outside the arena. Mr. Kirkpatrick further stated that there is currently no agreement for overflow parking between the proposed daycare and the HBACC.

Council Member Jones inquired about the hours of the proposed daycare. Mr. Kirkpatrick stated that he did not know.

City Attorney Ben M. Logan asked if there were any weekday events. Mr. Kirkpatrick responded that the arena hosts events every day. The times of events like a recent Amish convention hosting 12,000 people vary.

Council Member Jones stated that the daycare will provide a service for the parents attending concerts and events.

Albert Delgadillo spoke on behalf of Joe Estess, regarding concerns of the negative impact to adjoining properties within 100 feet of the daycare. He asked if this is a flexible use or a variance? City Attorney Ben Logan stated the flexible use permit criteria of Development Code 12.12.7 and Mixed Use Downtown compatibility standards of Development Code 5.3.4.4 would apply. Mr. Delgadillo stated that a daycare would diminish the marketability of the property on Commerce Street due to the restricted uses.

Jim Beane owned "BBQ by Jim" on Commerce Street for over 40 years. He spoke to the council regarding the restriction a daycare will place on renting or selling his building, including parking and the inability to serve alcohol.

Dr. Frank Hodges, adjoining property owner, did not attend but submitted a written statement that is included as a part of these minutes. APPENDIX "H"

Lucia Randle, Director of DTMSA was out of town attending a conference but asked that her previous letter of opposition be attached to the record. APPENDIX "I".

Michael Walden, co-owner of 205 Commerce Street told the council that there were no parking issues during the 15 years that a cosmetology school operated in that building. He stated that the ballet school currently operating on Commerce Street has 250 students and this daycare would have half of that. A variance is not needed for the ballet school, and Mr. Walden feels that sets a precedent for this daycare to be exempt as well.

Regarding the issue of parking, Mr. Walden stated that he has a copy of a 2011-2012 lease that references

a letter with an agreement with the city for overflow parking. He has been told that the city does not have a copy of this letter. He questioned that possibly there was a verbal agreement with the ballet school. Regarding safety and traffic issues, Mr. Walden informed the council that he had placed a camera outside the building and recorded the number of vehicles traveling Commerce Street. In the last three days, there have been 161, 167 and 163 cars pass by per day, respectively. He does not believe there would be any danger to children.

Missy Bell is the owner of Kids World, located at 1403 West Jackson Street. She does not believe that this location is no more dangerous for children attending her daycare than her current location. Referring to the traffic count provided by Mr. Walden, she stated that traffic on West Jackson Street is 6700 to 7900 per day. She stated that there have been crimes committed close to the daycare and the smell of marijuana has forced her to bring children in from the playground. There are not enough daycare centers or early education centers for the children and Ms. Bell asked the city to put the needs of the children ahead of the desire for alcohol and concert sales.

Council Member Gaston asked how many children she had enrolled in her daycare. Ms. Bell responded that she has 92 but is able to enroll 129 at the Jackson Street location. The Commerce Street location will expand that limit to 159.

William Hayden is interested in opening "Bob & Barb's" restaurant at a location on Commerce Street. He informed the council that profit margins for restaurants are approximately 8-10% on food and 65-70% on alcohol. The revenue is hard to ignore, and success depends on providing the best service and options. A daycare does not create outreach, nor does it fit in with the efforts to revitalize the downtown area. Council Member Jones asked if children would be allowed in his restaurant. He answered that they would.

Dr. Cathy Grace has worked in early education for over 50 years and spoke to the council on behalf of the daycare. There are companies expanding in the area and creating job opportunities. There is already long waiting list at the current daycare centers and in order to recruit more industry, more daycare centers will be needed. She urged the city to create a task force to address the concerns of childcare issues with special consideration for night-time childcare.

The council asked for clarification of zoning for Commerce Street. Tanner Newman, Director of Development Services, answered that it is zoned Mixed-Use Downtown, Coliseum Subdistrict. Council Member Jones asked how the ballet school is allowed to operate and Council Member Beard asked if they received a variance. Mr. Newman answered that the ballet school is not considered a daycare but rather a retail sales or service use as defined in the Development, so no variance was required.

The council asked about parking issues and if there was any written record of an agreement for overflow parking. Mr. Newman answered that no written agreement existed.

The council also asked about a waiver for the 100 feet that could be given by the daycare. Mr. Newman explained that this is allowed for beer but not alcohol. City Attorney Ben Logan informed that the state does not allow the 100 feet rule on alcoholic beverages to be waived. Mr. Newman stated that the Planning Committee did not have that information.

Council Member Mims said he did not believe the Planning Committee had all the necessary information to review and that this matter should be remanded back to them. He agreed that daycare is an issue that needs to be reviewed further.

Council Member Gaston stated that the need for daycare centers is apparent, and she wants to make sure the decision is fair.

Council Member Mims moved, seconded by Council Member Beard, to remand this appeal back for further review by the Planning Committee. Council Member Davis left the meeting. Of those present, the vote was unanimous in favor.

ADJOURNMENT

There being no further business before the council, Council Member Beard moved, seconded by Council Member Mims, to adjourn the meeting at 5:06 p.m. this the 10th day of September 2026.

BENTLEY NOLAN, VICE PRESIDENT

ATTEST:

SANDRA SHUMAKER, COUNCIL CLERK

APPROVED

TODD JORDAN, MAYOR

09-10-26

DATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE OCTOBER 6, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF SEPTEMBER 15, 2026

REQUEST: REVIEW AND APPROVE

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 15, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, September 15, 2026, at 6:00 p.m. The following Council Members attended: Chad Mims, Lynn Bryan, Travis Beard, Bentley Nolan, Janet Gaston, and Rosie Jones. Also attending were City Attorney Ben Logan, and Sandra Shumaker, Clerk of the Council. Council Member Beard gave the invocation, and Council Member Gaston led the pledge of allegiance. President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard, to approve the agenda and the order as presented. Of those present, the vote was unanimous in favor.

PROCLAMATIONS

Mayor Todd Jordan presented Sarah Harris and Dee Williamson from the DAR declaring the week of September 17th as "Constitution Week". APPENDIX "A"

EMPLOYEE RECOGNITIONS

Mayor Todd Jordan recognized Rodney Standifer with the Development Services Department and presented him with a ten-year anniversary certificate.

Mayor Todd Jordan recognized Leslie Bailey with the Huntington Bank Arena and presented her with a five-year anniversary certificate.

Mayor Todd Jordan recognized David George with the Huntington Bank Arena and presented him with a five-year anniversary certificate.

Mayor Todd Jordan recognized Kizzy Guy, Director of Human Resources, and presented her with a ten-year anniversary certificate.

PUBLIC RECOGNITION

Council Member Nolan reminded everyone of the Tupelo High School homecoming parade and pep rally that will take place on Thursday, September 17th in Fairpark.

Council Member Bryan asked everyone to keep Council Member Nettie Davis in their prayers.

MAYOR'S REMARKS

Mayor Jordan congratulated Fire Chief Brad Robinson for the 911 Commemorative Stair Climb. The event was successful with 460 participants.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on this matter. APPENDIX "B"

CITIZEN HEARING

Josh Barber complimented the city on a walkable downtown area, which he enjoys. He requested the city to support requesting the Mississippi Department of Archives and History (MDAH) to change the John Rankin historical marker located at 530 West Main Street to give it more historical balance.

Smauel Inman received a notice from the Code Compliance Division of the Department of Development Services regarding his property. His conversation with the Code Compliance Officer was pleasant, and he has been told that he successfully resolved the situation. He would like the city to review its ordinances and revise them to include allowing an expanded recognition of native plant species and crops in landscaping and property maintenance.

ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF SEPTEMBER 1, 2026

Council Member Beard moved, seconded by Council Member Gaston, to approve the minutes of the September 1, 2026, meeting as presented. Of those present, the vote was unanimous in favor. APPENDIX "C"

IN THE MATTER OF BILL PAY

The bills were reviewed at 4:30 p.m. by Vice President Nolan, Council Member Gaston and Council Member Beard. Council Member Beard moved, seconded by Vice President Nolan, to pay the bills as presented using check numbers 4434547-444869 and 50004574-50004610. Of those present, the vote was unanimous in favor. APPENDIX "D"

IN THE MATTER OF APPROVAL TO SUBMIT AN APPLICATION FOR MS OUTDOOR STEWARDSHIP TRUST FUND GRANT – RECREATIONAL TRAIL DEVELOPMENT

Vice President Nolan moved, seconded by Council Member Gaston to approve the submission of a MS Outdoor Stewardship Trust Fund (MOSTF) grant application for development of trails and signage at the end of Sunset Drive and another off Lumpkin Avenue. These trails will have a total cost of $216,349.25 with a 25% match of $54,087.32. Of those present, the vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF APPROVAL FOR MAYOR TO SIGN RESOLUTION FOR MS OUTDOOR STEWARDSHIP TRUST FUND GRANT AUTHORIZING THE APPLICATION AND COMMITTING ALL FUNDS TO COMPLETE THE DEVELOPMENT OF RECREATIONAL TRAILS

Vice President Nolan moved, seconded by Council Member Beard, to approve and allow the Mayor to execute a resolution to complete the trails as detailed in the MOSTF Fund Grant. Of those present, the vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF REVIEW AND APPROVE ORDER TO PURCHASE PROPERTY LOCATED ON 1410 FORREST STREET AND AUTHORIZING THE MAYOR TO ENTER INTO SAID AGREEMENT

Council Member Beard moved, seconded by Council Member Gaston, to approve the purchase of this property. Of those present, the vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF REVIEW / APPROVE FINAL LOT MOWING LIST

Council Member Gaston moved, seconded by Council Member Beard, to approve the final lot mowing list as presented. Of those present, the vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF BID AWARD APPROVAL 2026-038PW 12 MOS MATERIAL SUPPLY

Council Member Gaston moved, seconded by Council Member Beard, to approve and award this bid for supplies to the lowest and most qualified bidders for each item as presented. Of those present, the vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF REQUEST TO REJECT RFP SOFTWARE FOR CLUB MANAGEMENT SYSTEM 2026-016PR

Vice President Nolan moved, seconded by Council Member Gaston, to reject this bid because no qualifying bids were received. Of those present, the vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF THE SURPLUS AND DEMOLITION OF THE SWIMMING POOL, BATH HOUSE AND PUMP HOUSE AT THE C.C. AUGUSTUS CENTER

Council Member Gaston moved, seconded by Council Member Mims, to table this item. Of those present, the vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF BID AWARD 2026-028WL WATER MATERIALS (6 MONTH SUPPLY BID)

Vice President Nolan moved, seconded by Council Member Beard, to approve and award this bid for supplies to the lowest and most qualified bidders for each item as presented. Of those present, the vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF (I) A LOCAL DEVELOPMENT PARTNERSHIP PROGRAM APPLICATION FOR SUBMISSION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY PURSUANT TO SECTION 17-25-27 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED (THE "ACT"), AND (II) A DEVELOPMENT AND REIMBURSEMENT AGREEMENT, BY AND AMONG THE CITY, LEE COUNTY, MISSISSIPPI, AND IBCP GARFIELD, LLC, AS DEVELOPER IN

CONNECTION WITH THE PROJECT (AS DEFINED HEREIN); AND FOR RELATED PURPOSES.

City Attorney Ben Logan stated that this three phase, mixed use residential development would eliminate the blighted One Deville apartment complex; increase the value of the real property from $4,500,000 to up to $90,000,000, create up to 270 recurring construction jobs, 30 property management, maintenance and security jobs; and provide a range of housing types for skilled and professional personnel including the physician residency and nursing programs of North Mississippi Health Services.

Council Member Jones asked how long will it take to complete Phase 1. Mr. Logan replied that subject to MDA approval, Phase 1 will be initiated before the end of 2026 and development will get started after the first of the year. Construction of Phase 1 is expected to require 21 months. The city and county local development partnership program for all phases covers up to fifteen (15) years or up to $4,000,000 in reimbursement of incremental tax revenue to the developer, whichever comes first.

Council Member Beard moved, seconded by Vice President Nolan, to approve this resolution, development and reimbursement agreement and application to the Mississippi Development Authority (MDA); and authorize the mayor to execute and submit the necessary documents to MDA for this project. Of those present the vote was unanimous in favor. APPENDIX "M"

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Gaston moved, seconded by Council Member Beard, to adjourn the city council meeting of September 15, 2026, at 6:26 p.m. Of those present, the vote was unanimous in favor.

LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:
Sandra Shumaker
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED
Todd Jordan
TODD JORDAN, MAYOR
09-15-26
DATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: KIM HANNA, CFO

DATE 10/06/2026

SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

COUNCIL PRESIDENT LYNN BRYAN
COUNCIL MEMBER ROSIE JONES
COUNCIL MEMBER CHAD MIMS

CHECK INFORMATION FOR COUNCIL MEETING
October 6, 2026

FUND	-CHECK NUMBERS
POOL CASH	ID-444870-445319
EFT	50004611-50004638
TWL ADJUSTMENTS	

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 1, 2026

SUBJECT: IN THE MATTER OF FY 2027 PETTY CASH ACCOUNTS **KH**

Request:

I am requesting the approval of the Petty Cash Account for FY 2027.
ACCOUNTS LISTED:

Dept.	Amount	Responsible
CVB	$500.00	Valarie Bradley
Parks & Rec	$150.00	Samantha Inghram
Executive Dept	$200.00	Tiffany May
Public Works	$200.00	Kristeen Rush
Fire Dept	$300.00	Tracy Bowen
City Court	$150.00	Rhonda Cole
Narcotics	$200.00	Tara Webb
Coliseum	$300.00	Leslie Bailey
Tupelo Water & Light Plant	$500.00	Pam Blassingame
Police Department	$500.00	Patrick Johnson
Water & Light Collections	$500.00	Christy Hardin
Development Services	$100.00	Jennifer Roberson
Tupelo Aquatics Facility	$200.00	Amy Kennedy

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 6, 2026

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

Request:

The proposed item for approval is for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

ITEMS:

Various Vendors	$10,000.00	Community Forward Festival
Kathryn Stockett	7,500.00	Tupelo Reads Event speaker (April 7, 2026)

AGENDA REQUEST

TO: Mayor and City Council

FROM: Walter Tucker, Technology Services Manager

DATE October 6, 2026

SUBJECT: IN THE MATTER OF REVIEW, APPROVE, REJECT; RFP2026-042BA to BUSINESS COMMUNICATIONS, INC **KH**

Request:

We're installing a new "hybrid" technology setup for the city. That means some of our data will be stored in Microsoft Azure (the cloud), some will stay local. We're also moving several of our existing servers and data to Azure, but a few servers still need to stay onsite because they aren't ready to move to the cloud.
We're also buying new hardware and software to keep those local servers running smoothly. In addition, we're purchasing three smaller servers that will tie everything together and complete the hybrid setup. These servers will be placed at City Hall, the Police Department, and Fire Station #5. They will back each other up.
BCI will be the technology contractor to assist with the data migration and local application set up.

There was only one submission for RFP 2026-042BA AZURE Data Migration project: Business Communication Inc.

The RFP was evaluated based on the following criteria: 100% Cost.

After the evaluation process, it is recommended that the sole bidder Business Communication Inc. be awarded RFP2027-042BA.

IT Hardware EPO 4671
Solicitation Template - 100% Cost

Customers wishing to issue a solicitation using the IT Hardware EPO 4671 must follow the template beginning on the next page. Customers should make a copy of the template and modify it to fit their needs.

The Solicitation Workbook, available on the ITS website, provides specific instructions and additional information about using this template.

IT Hardware EPO 4671 100% Cost Solicitation for City of Tupelo Data Migration Project

1. GENERAL OVERVIEW AND BACKGROUND

2. The purpose of this project is to set up 3 node cluster with new servers and migrate existing vms to new environment. Also, migrate on-premises servers and approximately 60 TiB of data into the Microsoft Azure cloud. The solution will modernize storage by archiving files older than five years into Azure Blob Storage and providing cloud-based daily-access file services for all remaining active data. This project enhances operational resilience, strengthens security, and reduces dependency on some physical infrastructure.

3. IT HARDWARE EPO 4671 SPECIFIC INFORMATION

3.1 This Solicitation is for the following IT Hardware categories:

☐ Personal Computers

☐ Presentation and Conference Equipment

☒ Enterprise Equipment

3.2 Brand Specification Justification

☒ Brand Specification Form Attached

It is understood that the State expects this solicitation to include the salient characteristics of the products and/or services being requested. Provided this information, vendors may propose products and/or services deemed equivalent to the brand specified for consideration.

4. PROJECT SCHEDULE

Task	Date
Release of Solicitation	08/17/2026
Vendor meeting (call/ virtual) if required	08/26/2026
Deadline for Vendors' Written Questions	08/26/2026
Date Responses to Vendors' Written Questions will be Distributed	08/28/2026
Proposals Due	08/28/2026 5:00 PM Central Time
Proposal Evaluation and Award	09/01/2026

5. STATEMENTS OF UNDERSTANDING

5.1 Vendor Conference is not required for any Vendor who intends to submit a response. Vendor can request a meeting (virtual or in person) by 8/26/2026.

5.2 Only Vendors who have a valid Purchase Agreement on file with the Mississippi Department of Information Technology Services and are published members of the IT Hardware EPO 4671 Vendor Pool as of the release date of this Solicitation are qualified to submit a response to this solicitation.

5.3 From the issue date of this solicitation until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this solicitation with any elected official, public officer or employee, member of the legislature or legislative employee except as noted herein. **Vendors failing to comply with this requirement will be subject to disqualification.**

5.3.1 To ensure equal treatment for each responding Vendor, all questions regarding this solicitation must be submitted in writing to the contact person for the selection process, no later than the last date for accepting responding Vendor questions provided in the project schedule above. All such questions will be answered officially in writing. All such questions and answers will become addenda to this solicitation with answers distributed to all vendors in the pool.

5.3.2 Vendor may consult with official representatives as designated by the contact person identified below in response to customer-initiated inquiries. Vendor may consult with entity representatives during scheduled oral presentations and demonstrations excluding site visits.

5.4 The contact person for the Customer's selection process is:

5.4.1 Walter Tucker (IT Manager)

5.4.2 Walter.Tucker@tupeloms.gov

5.4.3 71 East Troy St. Tupelo, MS 38804

5.4.4 662-432-5738

5.5 Customer will not evaluate any proposals until the proposal due date and time have passed.

5.6 Once all proposals have been evaluated and a winner identified, the Customer will notify via email all vendors who submitted a proposal for this solicitation which vendor was awarded.

5.7 Vendor must be aware that the Customer reserves the right to award this project to one or more Vendors.

5.8 Vendor must be aware that the Customer reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs

eclipse available funding or the Customer believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity.

5.9 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.

5.10 All specifications listed in this document are intended to be open and competitive. Vendors are encouraged to question any specification that appears to be closed and/or restricts competition.

5.11 By responding to this solicitation, Vendor acknowledges that it will comply with all requirements listed herein. Subject to acceptance by the Customer, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this solicitation.

5.12 By responding to this solicitation Vendor acknowledges that Vendor is responding to this solicitation in accordance with, and is bound to, the requirements listed in ITS RFP No. 48726, the Vendor's response to RFP No. 48726, and the associated Purchase Agreement executed with ITS.

5.13 Vendor must be aware that Customer reserves the right to make additional purchases at the proposed prices for a six (6) month period.

6. RESPONSE INSTRUCTIONS

6.1 Proposing Vendors must respond to each requirement in this Solicitation by fully describing the manner and degree by which the response meets or exceeds said requirements. Meeting a requirement means the Vendor has provided a detailed response that demonstrates that the Vendor meets the qualifications and experience required and/or the requested functionality exists in the base solution at time of proposal submission. If a Vendor is unable to meet or exceed any requirement, then the Vendor will be disqualified.

6.1.1 Vendor must respond with "WILL COMPLY" to all specifications in the solicitation. "WILL COMPLY" indicates that the Vendor can and will adhere to the specification. This response specifies that a Vendor or Vendor's proposed solution must comply with a specific item or must perform a certain task.

6.1.2 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to "WILL COMPLY".

6.2 Vendor must clearly identify all costs associated with each individual item proposed to include all hardware, software, services, training, maintenance, and support for the proposed solution.

6.3 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no

additional cost. This includes anything necessary to render the configuration fully operational.

6.4 Vendor must submit a response to Cade Armstrong no later than 08/28/2026 5:00 PM Central Time. Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804. Responses may be delivered by hand, via regular mail, overnight delivery. Customer WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Contractor that proposals are delivered on time. Proposals received after the deadline will be rejected.

7. FUNCTIONAL/TECHNICAL SPECIFICATIONS

7.1 This solution will need Dell/ IBM or similar spec servers operating in a 3 node cluster configuration. It will also need to run on the SCALE Hypervisor. You will migrate 20 -25 servers from VMware environment to the SCALE platform. . **Will Comply**

7.2 We will also require the following services to complete the project. **Will Comply**

7.3 Discuss/ setup different types of Azure Landing Zones, automate setup, security & network topology used inside of the ALZ & using Entra ID in a hybrid environment. Will Comply

7.4 Migrate all 10-15 servers into Azure infrastructure. **Will Comply**

7.5 Migrate 60 TiB of file data into appropriate cloud storage tiers. **Will Comply**

7.6 Move files older than five years into Azure Blob Storage. This topic can be discussed in more detail during the discovery phase. **Will Comply**

7.7 Configure daily file access through Azure Files Premium **Will Comply**

7.8 Implement a complete FinOps dashboard for cost governance & budgets with alerts and forecasting **Will Comply**

7.9 Immutable Backup Vaults & Logging to Azure Monitor **Will Comply**

7.10 Lifecycle management and immutable WORM protection **Will Comply**

7.11 Backup, disaster recovery, and security hardening **Will Comply**

7.12 New Scale environment shall be online and operational by **December 17, 2026**.. **Will Comply**

7.13 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services. **Will Comply**

7.14 Vendor's proposal must be able to interface with the following equipment:

7.14.1 HP Nimble Storage appliance & Brickstor appliance **Will Comply**

7.15 Vendor must provide pricing for the following equipment. Vendor must detail (by part number and/or description) any items that are functionally equivalent and substituted for the item listed in the table below. **Will Comply**

Quantity	Description
3	**SC//HYPERCORE HC1650 HARDWARE**
24	**64GB DDR5 RDIMM**
3	**7.68TB 2.5 VA U.3 NVME SSD**
9	**16TB 3.5 SAS HDD 16TB 3.5 SAS HDD**
3	**4-PORT 10/25GB INTEL E810-XXVDA4 SFP28**
1	**SETUP/ END USER TRAINING**
1	**COST OF 3/ 5 YEAR HARDWARE WRTY**
1	**16 CORE 3/5 yr LICENSE AND SUPPORT SOFTWARE**
	NEED (2) Separate quotes for 3yr & 5 yr terms

8. DELIVERY AND INSTALLATION

8.1 Vendor must include in proposal the lead time it takes to procure the equipment. This is extremely importment. It will help us determine if we will meet project completion date of **December 17, 2026**. **Will Comply**

8.2 Vendor must describe the delivery and installation approach and plan. **Will Comply**

8.3 Hardware and software should be delivered to 71 East Troy St 2nd Floor (IT Dept) on or before **09/30/2026**. Respondents must acknowledge this required delivery date on their response. Any proposal with a delivery date beyond 9/30/2026 will result in the proposal being deemed non-responsive. **Will Comply**

8.4 Vendor must provide a breakdown of their hourly rates for the project. **Will Comply**

8.5 Vendor must provide all technical specifications and manuals (documentation) at the point of sale. **Will Comply**

8.6 Vendor must provide not-to-exceed cost for installation on Attachment A: Cost Information Form. Installation will include unpacking, setup, physical installation of the equipment, installation of peripherals, and meeting with to verify installation requirements. **Will Comply**

8.7 Vendor must indicate if Vendor personnel or manufacturer personnel will provide the installation. **Will Comply**

8.7.1 If Vendor personnel, Vendor must provide documentation substantiating authorization to provide installation. **Will Comply**

9. CLOUD AND OFFSITE HOSTING REQUIREMENTS

Note to Customer: Enter any applicable requirements regarding storage, transmission, and hosting of data here. If there are no applicable requirements, delete this note and the section header. See the Solicitation Workbook for more information. ***N/A***

10. TRAINING

10.1 Vendor must propose whatever training is recommended to utilize the proposed equipment or solution. A detailed description of the training including course/class content, duration, number of staff/size of class, and location of the training must be included with Vendor's response. Costs associated with training must be included in Attachment A, Cost Information Form, as a separate line item. **Will Comply**

11. WARRANTY/MAINTENANCE

11.1 Warranty

11.1.1 Vendors must state the warranty period for each item proposed, during which time maintenance need not be paid. **Will Comply**

11.1.2 Warranty for hardware and equipment must include at a minimum parts and labor. **Will Comply**

11.1.3 Vendors must detail what is included in the standard warranty for each item proposed. **Will Comply**

11.1.4 Vendor must state if warranty is on-site or depot for each item proposed. **Will Comply**

11.1.4.1 If depot, Vendor must indicate maximum turnaround time from shipment of hardware. **Will Comply**

11.1.4.2 If on-site, when the Vendor receives an initial service call on products, who makes the initial on-site call? Does it depend on the client location? **Will Comply**

11.1.4.3 If onsite, then Vendor must provide details on how a call is initiated and all steps involved in getting the item repaired. **Will Comply**

11.1.5 Vendor must indicate what the response time will be for responding to the initial call, coming on-site, and providing a resolution. This detail must include an average response time as well as a not-to-exceed timeframe for each type of response. **Will Comply**

11.1.6 Vendor must specify escalation procedures should a warranty call not be handled satisfactorily. **Will Comply**

11.2 Maintenance

11.2.1 Responding Vendor must explain whether he is the named manufacturer and will be supplying the maintenance services directly or whether he is a third-party reseller selling the maintenance services on behalf of the manufacturer. **Will Comply**

11.2.2 Responding Vendor must propose fixed pricing for one year of maintenance following expiration of the warranty period. Vendor must provide all details of the maintenance/support and all associated costs. **Will Comply**

12. VENDOR QUALIFICATIONS

12.1 Vendor must state qualifications to include organization of the company, number of years in business, number of years products/services of similar scope/size to this project have been sold, partnerships, etc. **Will Comply**

13. SCORING METHODOLOGY

13.1 An Evaluation Team will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

13.2 The evaluation will be conducted as follows:

13.2.1 Proposal Validation – Each proposal will be reviewed to determine if it is sufficiently responsive to the solicitation requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this solicitation with regard to content, organization/format, Vendor experience, timely delivery, and must meet mandatory requirements, if applicable. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

13.2.2 Cost Evaluation – the specifications contained herein consist of a list of specific hardware and/or software components and cost is the only determinate. The lowest cost among all responsive, valid proposals will be selected as the successful Vendor.

13.2.3 If optional items are included in this solicitation, they will be evaluated as part of cost scoring as if they were non-optional. Pricing for optional items will also be included in any total lifecycle cost calculations.

14. REFERENCES

14.1 Vendor must provide at least 3 references. A form for providing reference information is attached as Attachment B. Customer requires that references be from completed and/or substantially completed jobs that closely match this request. Reference information must include, at a minimum:

14.1.1 Entity;

14.1.2 Supervisor's name;

14.1.3 Supervisor's telephone number;

14.1.4 Supervisor's e-mail address;

14.1.5 Length of Project; and

14.1.6 Brief Description of Project to include Vendor's specific role in the project.

14.2 The Customer reserves the right to request information about the Vendor from any previous customer of the Vendor of whom we are aware even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

14.3 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the Customer's sole discretion:

14.3.1 Failure to provide reference information in the manner described;

14.3.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;

14.3.3 Non-responsiveness of references to attempts to contact them; or

14.3.4 Unfavorable references that raise serious concerns about material risks to the Customer in contracting with the Vendor for the proposed products or services.

15. PROPOSAL EXCEPTIONS

Proposal exceptions are not permitted in 100% cost solicitations.

16. CLARIFICATIONS, BAFOS AND DEMONSTRATIONS

16.1 Clarifications

Customer reserves the right to request additional information or clarification of a Vendor's proposal at any time during the evaluation process. The Vendor's cooperation during the evaluation process in providing Customer with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

16.1.1 Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of Customer.

16.1.2 Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

16.1.2.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to

be provided at or less than the proposed price will be considered.

16.1.2.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

16.1.2.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

16.1.2.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

16.1.2.5 The Vendor must submit a statement outlining the circumstances for the clarification.

16.1.2.6 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

16.1.3 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.

16.1.4 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

16.1.5 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

16.1.6 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

16.1.7 The Vendor must submit a statement outlining the circumstances for the clarification.

16.1.8 The Vendor must submit unsolicited clarifications via email in the same manner as detailed above.

16.1.9 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

16.2 Best and Final Offer (BAFO)

The State reserves the right to issue BAFOs to any and all responding Vendors at any time during the evaluation process. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of

the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16.3 Demonstrations and Interviews

16.3.1 At the discretion of the State, evaluators may request interviews, presentations, demonstrations, or discussions with any and all Vendors for the purpose of clarification or amplification of Vendor's strategy and approach and any other information presented in any part of the proposal.

16.3.2 If requested, Vendors must be prepared to make demonstrations (on-site or virtual, at the sole discretion of the State) of proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

16.3.3 Proposed key team members must be present at the demonstration. The evaluation team reserves the right to interview the proposed key team members during these demonstrations or discussions.

16.3.4 Although demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

ATTACHMENT A
COST INFORMATION FORM

Please submit all unit and extended costs, as well as all required supporting details and other requested information, using the format below. Vendor may add additional rows as needed to substantiate their entire offering and must include pricing for all requirements in this solicitation to make the Vendor's proposed solution fully functional. Failure to list all costs required to render the proposed solution fully functional may result in the Vendor providing those products or services at no charge or face disqualification.

Company Name:	Business Communications, Inc. (BCI)	**Date:**	08/28/2026
Contact Name:	Josh Sullivan	**Phone #:**	(662) 321-2664
Contact E-mail:	jsullivan@bcianswers.com		

MFG	MFG Model Number	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
SCALE	CHA-1-31-HC1650-16C-512GB-55.68TB	**SC//HYPERCORE HC1650 HARDWARE**	3	$40,940.29	$122,820.87
SCALE	ADTM-PROMO-20	**WINDOWS/LINUX SERVERS ONLYPROMO SCALE COMPUTING MOVE**	1	$981.96	$981.96
SCALE	CPU-1-37	**INTEL XEON 6517P 16C/32T 3.2GHZ 6400MT/S**	3	$0.01	$0.03
SCALE	RAM-1-2E	**64GB DDR5 RDIMM**	24	$0.01	$0.24
SCALE	NVM-1-27	**7.68TB 2.5 VA U.3 NVME SSD**	3	$0.01	$0.03
SCALE	HDD-1-06	**16TB 3.5 SAS HDD 16TB 3.5 SAS HDD**	9	$0.01	$0.09
SCALE	NIC-1-0E	**4-PORT 10/25GB INTEL E810-XXVDA4 SFP28**	3	$0.01	$0.03
SCALE	QSPI	**SCALE CARE SERVICE-ADVANCED INSTALLSUP-ADVANCED INSTALL**	1	$2,849.21	$2,849.21
SCALE	HW-3	**3 YRSHW WARRANTY**	1	$7,369.24	$7,369.24
SCALE	HCOS-S-3-16C-PS	**SC//HYPERVORE - 16C-PS 3 YEAR LICENSE AND SOFTWARE**	3	$9,426.95	$28,280.85
SCALE	HW-5	**5 YRS HW WARRANTY**	1	$12,282.10	$12,282.10
SCALE	HCOS-S-5-16C-PS	**SC//HYPERCORE - 16 CORE 60 MONTH LICENSE AND SUPPORT SOFTWARE**	3	$16,291.36	$48,874.08
BCI	Project Manager	**Dedicated BCI resource for Project**	32	$50.00	$1,600.00
BCI	Solution Architect	**Discovery and Architecture**	40	$100.00	$ 4,000.00
BCI	INF-ENGINEER	**SCALE Cluster and VMWare Migration**	60	$125.00	$7,500.00
BCI	AZ-ENGINEER	**Azure Landin Zone and Server Migration**	120	$125.00	$15,000.00
BCI	DATA-ENGINNER	**File Data Migration**	60	$100.00	$6,000
BCI	CLOUD-ENGINEER	**Backup, DR, and Security**	32	$100.00	$3,200.00
BCI	TECH-WRITER	**Documentation and Training**	32	$50	$1,600.00

		Services-Focused Language **17. The professional services estimate is based on Vendor resources executing all migration, implementation, and project management activities outlined in this proposal. To the extent the Customer assumes responsibility for any portion of these activities, the corresponding services effort will be reduced and pricing adjusted to reflect the revised scope.**			

Mark-up/discount off manufacturer list-price: _____

If any of the items below are included in Vendor's proposal they must be detailed below.

Warranty:	Per Manufacturer's terms and conditions, replacement components are shipped for next business day delivery whenever possible
Installation: *	BCI Will provide on site installation. Travel is 6 hours at $50 per hour including $250 per day Per Diem
Maintenance:	Maintenance provided per Manufacturer's terms and conditions
Training:	Two remote administrator sessions, up to two hours each, for City IT staff. Additional or end-user training is separately priced.

**If Vendor travel is necessary to meet the requirements of the solicitation, the Vendor should propose fully loaded costs including travel*

ATTACHMENT B
REFERENCE INFORMATION FORM

The information provided below will be used to contact references.

Entity	Lauderdale County Board of Supervisors
Supervisor's Name	Robert Wilson
Supervisor's Title	Director of Informatino Technology
Supervisor's Telephone #	601 604 9811
Supervisor's E-Mail Address	rwilson@lauderdalecounty.org
Length of Project	
Brief Description of Project	Migration off of VMWare to Nutanix Hypervisor which is KVM Based similar to SCALE

Entity	Three Rivers PDD
Supervisor's Name	Gretchen Lambert
Supervisor's Title	Director of Information Technology
Supervisor's Telephone #	662 489 2415
Supervisor's E-Mail Address	glambert@trpdd.com
Length of Project	
Brief Description of Project	Migration from VMWARE to SCALE Hypervisor

Entity	Golden Eagle Land Company
Supervisor's Name	Wes Salyer
Supervisor's Title	V.P. Land & Administration
Supervisor's Telephone #	606 243 5126
Supervisor's E-Mail Address	wsalyer@gelcllc.com
Length of Project	
Brief Description of Project	Migrate On Prem Servers to AZURE with other workloads migrated from tenant to tenant including OneDrive and Sharepoint

Executive Summary

The City of Tupelo is undertaking a coordinated infrastructure modernization initiative that combines a new three-node SCALE computing platform, migration of approximately 20 to 25 VMware virtual machines, deployment of 10 to 15 workloads into Microsoft Azure, and migration of approximately 60 TiB of file data into governed cloud storage. The requested outcome is a resilient hybrid environment that supports daily file access, archival storage, cost governance, immutable protection, monitoring, backup, disaster recovery, and security hardening.

Business Communications, Inc. (BCI) proposes a phased delivery model that reduces migration risk through discovery, validated design, pilot migrations, production waves, reconciliation, and formal acceptance. BCI will coordinate hardware installation and SCALE cluster implementation, develop the Azure landing-zone design, establish hybrid identity and network connectivity, deploy Azure Files Premium and Azure Blob Storage lifecycle controls, implement FinOps and operational monitoring, and execute workload and data migration with evidence-based validation.

The proposed professional-services estimate is 624 hours. This estimate is intended to be used as the not-to-exceed labor basis after approved BCI hourly rates are inserted. Equipment, subscriptions, licenses, cloud consumption, manufacturer support, shipping, taxes, and optional remediation are priced separately. BCI will manage scope through written change control so the City has clear accountability for schedule, cost, dependencies, and acceptance.

Business Outcome	BCI Response
Modernized local compute	Deploy and validate a three-node SCALE cluster and migrate 20 to 25 VMware virtual machines in controlled waves.
Governed Azure foundation	Design and configure an Azure landing zone, hybrid identity, network topology, security baseline, budgets, alerts, forecasting, and monitoring.
Cloud file services	Migrate approximately 60 TiB, place active data in Azure Files Premium, archive files older than five years to Azure Blob Storage, and configure lifecycle controls.
Resilience and security	Implement backup vaults, immutability/WORM controls where supported, Azure Monitor logging, disaster recovery planning, and security hardening.
Operational readiness	Provide as-built documentation, administrator knowledge transfer, validation evidence, issue tracking, and closure sign-off.

Technical Response Matrix

RFP Ref.	Response	BCI Manner and Degree of Compliance
47	WILL COMPLY	Provide a three-node Dell, IBM, SCALE Computing, or equivalent platform operating the SCALE hypervisor; migrate 20 to 25 VMware servers.
49	WILL COMPLY	Conduct landing-zone workshops; document design decisions; configure agreed Azure subscription, identity, security, governance, automation, and network topology components.
50	WILL COMPLY	Migrate 10 to 15 servers into Azure infrastructure using assessment, pilot, wave planning, cutover, validation, and rollback procedures.
51	WILL COMPLY	Migrate approximately 60 TiB of file data using staged transfer, delta synchronization, reconciliation, and acceptance evidence.

RFP Ref.	Response	BCI Manner and Degree of Compliance
52	WILL COMPLY	Identify files older than five years using agreed metadata criteria and migrate eligible content to Azure Blob Storage. Final rules will be confirmed during discovery.
53	WILL COMPLY	Configure Azure Files Premium for agreed active-data shares, access controls, connectivity, monitoring, and validation.
54	WILL COMPLY	Implement a FinOps dashboard with agreed budgets, alerts, tagging, cost views, and forecast reporting.
55	WILL COMPLY	Configure immutable backup vault capabilities where technically supported and integrate required operational logs with Azure Monitor.
56	WILL COMPLY	Configure storage lifecycle management and immutable WORM protection where supported by the selected services and retention requirements.
57	WILL COMPLY	Implement the agreed backup, disaster recovery, and security-hardening baseline and document excluded application-specific remediation.
58	WILL COMPLY	BCI will plan toward operational readiness by December 17, 2026, dependent on award, hardware delivery by September 30, 2026, timely access, licensing, customer decisions, and approved maintenance windows.
61	WILL COMPLY	Validate required connectivity and interoperability assumptions for the HP Nimble Storage appliance and Brickstor appliance during discovery.
64-66	WILL COMPLY	Provide lead-time evidence and delivery/installation plan. Final compliance with the September 30, 2026 delivery date requires written manufacturer/distributor confirmation.
67	WILL COMPLY	Provide hourly rates and a role-based project-hours breakdown in the final commercial response.
68-71	WILL COMPLY	Provide technical documentation and manuals; indicate installation provider; attach evidence of installation authorization.
75	WILL COMPLY	Provide administrator training and knowledge transfer with content, duration, audience, delivery method, and separate pricing.
78-89	WILL COMPLY	Provide complete warranty, support, escalation, maintenance, and 3-year/5-year term details in the final commercial package.
91	WILL COMPLY	Provide BCI organizational qualifications, relevant experience, partnerships, and delivery credentials.
99-105	WILL COMPLY	Provide at least three references using Attachment B.

Statement of Work

5.1 Project Definition

The City of Tupelo has requested BCI Professional Services to deploy a three-node SCALE environment, migrate VMware workloads to SCALE, establish and secure an Azure landing zone, migrate selected server workloads to Azure, and transition approximately 60 TiB of file data to Azure Files Premium and Azure Blob Storage. This Statement of Work defines the delivery activities, estimated hours, responsibilities, assumptions, exclusions, deliverables, change-control process, and acceptance criteria for the engagement.

5.2 Project Coordination

BCI will provide a Project Manager who will serve as the primary project contact for scope, schedule, budget tracking, resource coordination, communications, risks, issues, dependencies, change control, and closure. City resources will be required for access, decisions, application validation, maintenance-window approvals, and acceptance.

5.3 Initiation and Discovery Phase

- Conduct internal and customer kickoff meetings; confirm stakeholders, escalation paths, communication cadence, target milestones, and project controls.
- Inventory source VMware workloads, 10 to 15 Azure migration candidates, file shares, data volumes, permissions, dependencies, current backup processes, retention requirements, and operational constraints.
- Assess application dependencies, identity, DNS, IP addressing, routing, firewall requirements, HP Nimble and Brickstor interfaces, maintenance windows, outage tolerance, and rollback needs.
- Confirm the definition of "older than five years," treatment of last-accessed versus last-modified dates, exceptions, legal holds, retention, and access expectations.
- Establish a requirements traceability matrix, migration wave register, risk register, decision log, action register, and evidence repository.

5.4 Solution Design and Planning Phase

- Develop the detailed design for the three-node SCALE cluster, including network uplinks, storage layout, management access, resiliency, and integration prerequisites.
- Develop the Azure landing-zone design covering tenant/subscription organization, resource groups, naming, tagging, policy, role-based access, hybrid Entra ID, logging, monitoring, backup, connectivity, and security controls.
- Define Azure Files Premium and Blob Storage architecture, capacity, redundancy, private connectivity, identity-based access, lifecycle management, immutability, and recovery requirements.
- Produce server and data migration runbooks with pilots, production waves, change records, validation steps, communications, go/no-go criteria, and rollback procedures.
- Review the implementation plan with the City and obtain authorization before production changes.

5.5 Hardware Delivery, Installation, and SCALE Cluster Phase

- Coordinate manufacturer/distributor lead-time confirmation and shipment tracking.
- Unpack, inspect, rack, cable, and power the three nodes, subject to site readiness and the final hardware quotation.
- Apply current supported firmware and software; configure management, cluster, networking, storage, alerts, and administrative access.
- Validate cluster health, node resiliency, storage availability, network paths, and management access.
- Produce a baseline configuration and installation evidence package.

5.6 VMware-to-SCALE Migration Phase

- Confirm the final list of 20 to 25 VMware virtual machines and workload owners.
- Complete pilot migration of representative low-risk workloads and refine runbooks based on results.
- Execute production migration waves during approved maintenance windows.
- Validate boot, operating system, network, authentication, application reachability, monitoring, and backup registration.
- Maintain a per-workload evidence log and obtain owner validation before source retirement decisions.
- Provide stabilization support and remediate migration-related defects within scope.

5.7 Azure Landing Zone and Hybrid Services Phase

- Configure agreed subscriptions, resource groups, naming, tags, Azure Policy assignments, RBAC, budgets, alerts, and operational logging.

- Implement the agreed hub/spoke or equivalent network topology, subnets, route tables, security groups, private endpoints, DNS, and hybrid connectivity dependencies.
- Integrate Entra ID hybrid requirements using existing supported identity services and agreed security controls.
- Configure Azure Monitor, Log Analytics, alerting, dashboards, and immutable backup vault features where supported.
- Implement the agreed FinOps dashboard, budget thresholds, stakeholder notifications, and forecast views.

5.8 Server Migration to Azure Phase

- Assess and right-size the 10 to 15 server workloads; document compatibility and remediation constraints.
- Prepare target resources and migration tooling; conduct a pilot migration.
- Execute server migration waves with pre-checks, cutover, validation, issue handling, and rollback readiness.
- Validate identity, DNS, routes, security rules, application services, monitoring, backup, and owner acceptance.
- Document migrated workload configuration and stabilization results.

5.9 File Data Migration and Archival Phase

- Profile approximately 60 TiB of file data, including share structure, file counts, path lengths, unsupported items, permissions, age distribution, and change rate.
- Configure Azure Files Premium shares and Azure Blob Storage containers with agreed access, private connectivity, encryption, monitoring, retention, lifecycle, and immutability settings.
- Run pilot transfers and validate throughput, permissions, metadata, naming, and user access.
- Execute staged seed transfers and delta synchronization; coordinate final cutover and share redirection.
- Migrate files meeting the approved older-than-five-years rule into Blob Storage and retain an exception report.
- Perform reconciliation using transfer logs, item/byte totals, error reports, sampling, and customer validation.
- Provide hypercare support for migration-related access issues and close remaining defects or route them through change control.

5.10 Backup, Disaster Recovery, Security, and Monitoring Phase

- Configure agreed backup policies, retention, vault controls, alerts, and recovery permissions.
- Document recovery priorities and execute representative restore validation for agreed workloads/data.
- Apply agreed security-hardening controls to in-scope Azure resources and document unresolved findings.
- Confirm Azure Monitor log ingestion, alert routing, backup status, cost alerts, and operational dashboard visibility.
- Provide a disaster recovery runbook and identify any recovery objectives that require additional architecture or licensing.

5.11 Training, Documentation, and Closure Phase

- Provide up to two remote administrator knowledge-transfer sessions, each up to two hours, for an agreed audience of City IT staff.
- Cover SCALE administration, routine health checks, Azure landing-zone governance, file-service operations, backup/recovery, monitoring, cost governance, and escalation paths.
- Deliver as-built diagrams, configuration summary, migration evidence register, exception list, operational runbooks, and support/warranty contacts.

- Conduct closure review; confirm deliverables, open issues, transition items, and acceptance status.

Preliminary Milestones

Milestone	Target / Dependency	Acceptance Evidence
Award and contracting	September 2026	Notice to proceed and completed commercial documents
Hardware delivery	On or before September 30, 2026	Receiving record and inspection checklist
Discovery and final design	Immediately following notice to proceed	Approved requirements, design, wave plan, and risk register
SCALE cluster operational	Per approved integrated schedule	Cluster health and resiliency validation
VMware migrations complete	Per approved migration waves	Per-VM validation and owner acceptance log
Azure foundation operational	Per approved integrated schedule	Landing-zone configuration and control evidence
Azure server migrations complete	Per approved migration waves	Per-server validation and owner acceptance log
60 TiB data migration complete	Per approved transfer/cutover plan	Reconciliation report, error disposition, and access validation
Operational readiness	By December 17, 2026, subject to dependencies	Closure checklist, delivered documentation, training, and sign-off

Deliverables and Acceptance Criteria

Deliverable	Acceptance Criteria
Project management package	Current schedule, RAID register, decision log, change log, status reporting, and closure record delivered.
SCALE cluster	Three nodes report healthy; agreed storage and network tests pass; administrative access and alerts are verified.
VMware migration	Each in-scope VM completes agreed technical and owner validation; exceptions are documented and dispositioned.
Azure landing zone	Agreed identity, network, policy, RBAC, monitoring, cost controls, and security baseline are configured and documented.
Azure server migration	Each in-scope server passes agreed connectivity, service, monitoring, backup, and owner validation.
File migration	Transfer and reconciliation reports account for processed data; errors are resolved or accepted; permissions and representative access tests pass.
Archive and lifecycle controls	Approved age criteria, lifecycle rules, retention, and immutability settings are documented and validated using representative objects.
Backup and DR	Agreed policies are enabled; representative recovery test evidence and DR runbook are delivered.

Deliverable	Acceptance Criteria
Documentation and training	As-built package is delivered and agreed knowledge-transfer sessions are completed.
Project closure	City provides written acceptance or a documented punch list of material nonconformities within five business days of delivery.

9. Customer Responsibilities

- Designate an empowered project owner and technical contacts; attend workshops and provide timely decisions.
- Provide facilities access, rack space, power, cooling, grounding, cabling, IP addresses, firewall changes, DNS, credentials, licensing, and remote access required for delivery.
- Provide accurate source inventories, application-owner contacts, retention/legal-hold requirements, and available vendor support contacts.
- Maintain verified backups of source systems and data before migration or authorize BCI to implement separately priced protection.
- Approve maintenance windows, user communications, change records, freeze periods, migration waves, and go/no-go decisions.
- Test business applications and user access and provide acceptance or specific defect details within the agreed validation window.
- Procure and maintain all required Microsoft Azure, SCALE, operating system, backup, security, and third-party licenses and subscriptions unless expressly included in the final quotation.
- Ensure hardware receiving and physical site readiness by the required delivery and installation dates.

10. Assumptions, Constraints, and Out of Scope

10.1 Key Assumptions

- The final in-scope quantities will not exceed 25 VMware VMs, 15 Azure server migrations, and approximately 60 TiB of file data without a written change order.
- The City will provide requested information, access, and approvals within two business days unless another interval is agreed in writing.
- Work will be remote or performed during standard business hours unless the final pricing identifies on-site or after-hours labor.
- Source systems are in supported condition and have sufficient health and free capacity to support migration tooling and data transfer.
- Available network bandwidth and change rate support the approved migration schedule. Network upgrades or acceleration appliances are not included unless quoted.
- Application remediation, version upgrades, vendor recertification, and application code changes are excluded unless specifically listed.
- Azure consumption charges and third-party license/subscription charges are excluded from professional-services hours and will be billed by the applicable provider.
- The December 17, 2026 objective depends on award timing, hardware delivery by September 30, timely access and decisions, stable source systems, and sufficient maintenance windows.

10.2 Out of Scope

- Workloads, data, locations, or services beyond the stated quantities and deliverables.
- Replacement or remediation of unsupported operating systems, applications, databases, network equipment, cabling, power, cooling, or storage hardware.

- Business-process redesign, application functional testing, end-user training, or 24x7 operational support.
- Legal determination of records-retention requirements or classification of data subject to legal hold.
- Deletion or destruction of source data, decommissioning of source infrastructure, or asset disposal unless separately authorized in writing.
- Performance guarantees for Internet/WAN throughput, Azure consumption cost, or third-party product behavior.
- Ongoing managed services after the defined stabilization and closure period.

11. Change Management

Any requested service, changed quantity, altered design, additional migration wave, expanded validation, schedule acceleration, after-hours activity, or remediation effort not expressly included in this Statement of Work will be evaluated through BCI's written change-control process. The change request will describe the requested modification, rationale, impact to scope, schedule, hours, charges, assumptions, and acceptance criteria. BCI will not begin changed work until authorized in writing by the City and BCI. If urgent action is necessary to protect systems or data, BCI will document the action and seek written authorization at the earliest practical point.

- Business-process redesign, application functional testing, end-user training, or 24x7 operational support.
- Legal determination of records-retention requirements or classification of data subject to legal hold.
- Deletion or destruction of source data, decommissioning of source infrastructure, or asset disposal unless separately authorized in writing.
- Performance guarantees for Internet/WAN throughput, Azure consumption cost, or third-party product behavior.
- Ongoing managed services after the defined stabilization and closure period.

11. Change Management

Any requested service, changed quantity, altered design, additional migration wave, expanded validation, schedule acceleration, after-hours activity, or remediation effort not expressly included in this Statement of Work will be evaluated through BCI's written change-control process. The change request will describe the requested modification, rationale, impact to scope, schedule, hours, charges, assumptions, and acceptance criteria. BCI will not begin changed work until authorized in writing by the City and BCI. If urgent action is necessary to protect systems or data, BCI will document the action and seek written authorization at the earliest practical point.

Purchase Office
ATTN: Cade Armstrong
City Hall 1st Floor
71 East Troy Street
Tupelo, Mississippi, 38804

Business Communications, Inc.
442 Highland Colony Parkway
Ridgeland, MS 39157

(3yr)

Date:
08/28/2026

Scale Computing 3YR

Prepared for:
City of Tupelo

Quote #: 059070 Version: 2

BCI
Business Communications, Inc.
Josh Sullivan, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157
Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: jsullivan@bcianswers.com
Website: http://bcianswers.com/

BCI

Quote #: 059070 Version: 2
Prepared for: City of Tupelo

3YR		Price	Qty	Ext. Price
CHA-1-31-HC1650-16C-512GB-55.68TB	SC//HYPERCORE HC1650 HARDWARE	$40,940.29	3	$122,820.87
ADTM-PROMO-20	WINDOWS/LINUX SERVERS ONLYPROMO SCALE COMPUTING MOVE	$981.96	1	$981.96
CPU-1-37	INTEL XEON 6517P 16C/32T 3.2GHZ 6400MT/S	$0.01	3	$0.03
RAM-1-2E	64GB DDR5 RDIMM	$0.01	24	$0.24
NVM-1-27	7.68TB 2.5 VA U.3 NVME SSD	$0.01	3	$0.03
HDD-1-06	16TB 3.5 SAS HDD 16TB 3.5 SAS HDD	$0.01	9	$0.09
NIC-1-0E	4-PORT 10/25GB INTEL E810-XXVDA4 SFP28	$0.01	3	$0.03
QSPI	SCALE CARE SERVICE-ADVANCED INSTALLSUP-ADVANCED INSTALL	$2,849.21	1	$2,849.21
HW-3	3 YRSHW WARRANTY	$7,369.24	1	$7,369.24
		Subtotal:		**$134,021.70**

Software		Price	Qty	Ext. Price
HCOS-S-3-16C-PS	SC//HYPERVORE - 16C-PS 3 YEAR LICENSE AND SOFTWARE	$9,426.95	3	$28,280.85
		Subtotal:		**$28,280.85**

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APPENDIX J

Scale Computing 3YR

Quote Information:

Quote #: 059070
Version: 2
Delivery Date: 08/28/2026

Bill To:

City of Tupelo
P.O. Box 1485
Tupelo, MS 38802
Walter Tucker
walter.tucker@tupeloms.gov
(662) 841-6456

Ship To:

City of Tupelo
71 E Troy Street
Tupelo, MS 38804
Walter Tucker
walter.tucker@tupeloms.gov
(662) 841-6513



Quote Summary	Amount
3YR	$134,021.70
Software	$28,280.85
Total	**$162,302.55**

Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. While we strive to honor quoted pricing, all prices remain subject to change until the product ships.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Tupelo		Business Communications, Inc	
Accepted By: **Signature**	Todd Jordan	**By:** **Signature**	
Name	Todd Jordan	**Name**	Josh Sullivan
Title	Mayor	**Title**	Account Executive
Date		**Date**	August 28, 2026

Josh Sullivan, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157
Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: jsullivan@bcianswers.com
http://bcianswers.com/

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APPENDIX J

Date:
08/28/2026

Scale Computing 5YR

Prepared for:
City of Tupelo

Quote #: 059734 Version: 1

BCI

Business Communications, Inc.

Josh Sullivan, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157
Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: jsullivan@bcianswers.com
Website: http://bcianswers.com/

BCI

Quote #: 059734 Version: 1
Prepared for: City of Tupelo

5YR		Price	Qty	Ext. Price
CHA-1-31-HC1650-16C-512GB-55.68TB	SC//HYPERCORE HC1650 HARDWARE	$40,940.29	3	$122,820.87
ADTM-PROMO-20	WINDOWS/LINUX SERVERS ONLYPROMO SCALE COMPUTING MOVE	$981.96	1	$981.96
CPU-1-37	INTEL XEON 6517P 16C/32T 3.2GHZ 6400MT/S	$0.01	3	$0.03
RAM-1-2E	64GB DDR5 RDIMM	$0.01	24	$0.24
NVM-1-27	7.68TB 2.5 VA U.3 NVME SSD	$0.01	3	$0.03
HDD-1-06	16TB 3.5 SAS HDD 16TB 3.5 SAS HDD	$0.01	9	$0.09
NIC-1-0E	4-PORT 10/25GB INTEL E810-XXVDA4 SFP28	$0.01	3	$0.03
QSPI	SCALECARE SERVICE-ADVANCED INSTALLSUP-ADVANCED INSTALL	$2,849.21	1	$2,849.21
HW-5	5 YRS HW WARRANTY	$12,282.10	1	$12,282.10
		Subtotal:		**$138,934.56**

Software		Price	Qty	Ext. Price
HCOS-S-5-16C-PS	SC//HYPERCORE - 16 CORE 60 MONTH LICENSE AND SUPPORT SOFTWARE	$16,291.36	3	$48,874.08
		Subtotal:		**$48,874.08**

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BCI Confidential

Scale Computing 5YR

Quote Information:

Quote #: 059734
Version: 1
Delivery Date: 08/28/2026

Bill To:

City of Tupelo
P.O. Box 1485
Tupelo, MS 38802
Walter Tucker
walter.tucker@tupeloms.gov
(662) 841-6456

Ship To:

City of Tupelo
71 E Troy Street
Tupelo, MS 38804
Walter Tucker
walter.tucker@tupeloms.gov
(662) 841-6513



Quote Summary	Amount
5YR	$138,934.56
Software	$48,874.08
Total	**$187,808.64**

Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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BCI

Quote #: 059734 Version: 1

Prepared for: City of Tupelo

By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. While we strive to honor quoted pricing, all prices remain subject to change until the product ships.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Tupelo

Accepted By:
Signature Todd Jordan

Name Todd Jordan

Title Mayor

Date

Business Communications, Inc

By:
Signature

Name Josh Sullivan

Title Account Executive

Date August 28, 2026

Josh Sullivan, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: jsullivan@bcianswers.com
http://bcianswers.com/

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APPENDIX J

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 6, 2026

SUBJECT: IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**

Request:

Approval of the municipal compliance questionnaire for fiscal year 2026

ITEMS:
2026 Municipal Compliance Questionnaire

MUNICIPAL COMPLIANCE QUESTIONNAIRE

INFORMATION

Note: Due to the size of some municipalities, some of the question may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate workpapers may be needed.

1. Name and address of municipality: City of Tupelo

P.O. Box 1485 Tupelo, MS 38802-1485

2. List the date and population of the latest official U.S. Census or most recent official census:

2020 37,923

3. Names, addresses and telephone numbers of the officials (include elected officials, chief administrative officer, and attorney).

ATTACHED LIST INCLUDED

4. Period of time covered by this questionnaire:

From: 10/1/2025 To: 9/30/2026

5. Expiration date of current elected officials' term: 6/30/2029

(CITY OF TUPELO)
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, **2026**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of TUPELO, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

10-06-26
(Date)

(Mayor's Signature)

10-06-26
(Date)

Minute Book References:

Book Number: 195

Page: 163

(Clerk is to enter minute book references when questionnaire is accepted by board.)

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: **Y** – YES, **N** – NO, **N/A** – NOT APPLICABLE

PART I – GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) ___Y___

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) ___Y___

3. Are municipal records open to the public? (Section 25-61-5) ___Y___

4. Are meetings of the board open to the public? (Section 25-41-5) ___Y___

5. Are notices of special or recess meetings posted? (Section 25-41-13) ___Y___

6. Are all required personnel covered by appropriate surety bonds?

   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) ___Y___
   - Municipal clerk (Section 21-15-38) ___Y___
   - Deputy clerk (Section 21-15-23) ___Y___
   - Chief of police (Section 21-21-1) ___Y___
   - Deputy police (Section 45-5-9) (if hired under this law) ___Y___

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Section 21-15-17 and 21-15-19) ___Y___

8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) ___Y___

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) ___Y___

10. Did all officers, employees of the municipality, or their relative avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) ___Y___

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II – CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the Mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Section 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Section 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) – Section 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets property tagged and accounted for? (Section 7-7-211 – Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with State Auditor's regulations? (Section 25-3-41) Y

PART III – PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and(k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV – BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y

2. Has the municipality levied and collected taxes, in sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y

3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y

4. Have expenditures of bond proceeds been strictly limited to the purpose for which the bonds were issued? (Section 21-33-317) Y

5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V – TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y

2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y

3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y

4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Section 27-39-320 and 27-39-321) Y

6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y

8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than ¼ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) Y

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-7-347)

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE ATTACHMENT
INFORMATION ITEM #3

Names, addresses and telephone numbers of officials.

Mayor
Todd Jordan
6231 Park Heights Circle
Tupelo, MS 38801
(662) 841-6513
E-mail todd.jordan@tupeloms.gov

Ward I
Chad Mims
1304 Lakeshire Dr
Tupelo, MS 38804
(662) 322-7329
E-mail chad.mims@tupeloms.gov

Ward II
Lynn Bryan
1226 Clayton Ave.
Tupelo, MS 38804
(662) 321-2081
E-mail lynn.bryan@tupeloms.gov

Ward III
Travis Beard
2415 William Drive
Tupelo, MS 38801
(662) 610-0550
E-mail travis.beard@tupeloms.gov

Ward IV
Nettie Y. Davis
326 Barnes Street
Tupelo, MS 38804
(662) 871-8394
E-mail nettie.davis@tupeloms.gov

Ward V
Bentley Nolan
1604 Martin Hill Drive
Tupelo, MS 38804
(662) 255-1454
E-mail bentley.nolan@tupeloms.gov

Ward VI
Janet Gaston
1764 Columbine Dr
Tupelo, MS 38801
(662) 255-9530
E-mail janet.gaston@tupeloms.gov

Ward VII
Rosie Jones
1119 Evelyn Dr
Tupelo, MS 38801
(662) 401-5483
E-mail rosie.jones@tupeloms.gov

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 10/06/26

SUBJECT: IN THE MATTER OF REVIEW / APPROVE FINAL LOT MOWING LIST **TN**

REQUEST:

FINAL LOT MOWING LIST 10-06-26

RECORD #	VIOLATION ADDRESS	PARCEL ID	OWNER NAME	OWNER STREET	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-578	675 WEST MAIN STREET SUITE B, Unit B, TUPELO, MS 38804	089N-31-078-00	JOYNER ERNEST IIIBECK REALTY & PROPERTY MANAGEMENT	P O BOX 1095	TUPELO	MS	38802	JLB
LM-26-569	2105 STEPHEN D LEE STREET, TUPELO, MS	077P-35-016-00	TMC LLC	210 EAST MAIN ST	TUPELO	MS	38804	RS
LM-26-564	405 SOUTH FOSTER DRIVE, TUPELO, MS 38801	077P-35-232-00	TLGFY LLC	PO BOX 8155	GULFPORT	MS	39506	RS
LM-26-548	3086 BEASLEY DRIVE, TUPELO, MS 38801	105D-15-059-00	BMO PROP LLC	114 ROBIN STREET	TUPELO	MS	38804	RS
LM-26-542	1641 LAKEFIELD DRIVE, TUPELO, MS 38801	074R-20-068-00	SMALL SAPRINA L & BRUCE	1641 LAKEFIELD DR	TUPELO	MS	38801	SB
LM-26-541	3031 MOORE AVENUE, TUPELO, MS 38801	105D-15-047-00	ADAIR HOLDINGS LLC	NO 115TH STREET SUITE 100	OMAHA	NE	68154	RS

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 10/06/26

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

ADDRESS:	**PARCEL:**	**AMOUNT:**
1400 CENTRAL	077Q-36-081-00	$75.00
905 HARRISON STREET	101D-01-179-00	$75.00
CANAL STREET	088N-33-047-00	$100.00
2411 DANNY STREET	077P-35-006-00	$75.00
605 TROUT STREET	101B-02-025-00	$75.00
202 ENOCH AVENUE	077Q-36-219-00	$75.00
2308 TORREY STREET	077P-35-187-00	$75.00
909 DESOTO DRIVE	077G-25-031-00	$100.00
2317 ENGLEWOOD DRIVE	101B-02-247-00	$100.00
213 NORTH THOMAS STREET	077J-35-005-00	$75.00
401 MONUMENT DRIVE	101B-02-140-00	$100.00
1518 CENTRAL AVENUE	077Q-36-156-00	$100.00
2607 BRYAN DRIVE	101B-02-195-00	$75.00
122 HARVESTERS SQUARE	079V-32-147-00	$75.00
2411 DANNY STREET	077P-35-006-00	$75.00

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

CITY OF TUPELO
VS.
SHARP JULIA PRENEICE LOWER
205 CR 1350
TUPELO, MS 38801

LEINOR
CASE NUMBER: LM-25-410
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 **SHARP JULIA PRENEICE LOWER** (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: **SHARP JULIA PRENEICE LOWER**
   Address of Owner: **205 CR 1350, TUPELO, MS 38801**
   Parcel Number: **101B-02-195-00**
   Address of Violation: **2607 BRYAN DRIVE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **November 4, 2025** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
PROPERTY PROS OF MISSISSIPPI LLC
145 CR 147 145 CR 147
TISHOMINGO, MS 38873

LEINOR
CASE NUMBER: LM-26-156
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 **PROPERTY PROS OF MISSISSIPPI LLC** (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: **PROPERTY PROS OF MISSISSIPPI LLC**
   Address of Owner: **145 CR 147 145 CR 147, TISHOMINGO, MS 38873**
   Parcel Number: **077Q-36-156-00**
   Address of Violation: **1518 CENTRAL AVENUE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**100**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Beyar, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
KINGSTONE CAPITAL MANAGEMENT LLC
960 PARKWOOD PLACE
JACKSON, MS 39206

LEINOR
CASE NUMBER: LM-26-124
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 **KINGSTONE CAPITAL MANAGEMENT LLC** (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: **KINGSTONE CAPITAL MANAGEMENT LLC**
   Address of Owner: **960 PARKWOOD PLACE, JACKSON, MS 39206**
   Parcel Number: **101B-02-140-00**
   Address of Violation: **401 MONUMENT DRIVE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**100**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Beyer, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
JONES RODRIQUEZ
213 N THOMAS STREET
TUPELO, MS 38801

LEINOR
CASE NUMBER: LM-25-396
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 **JONES RODRIQUEZ** (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: **JONES RODRIQUEZ**
   Address of Owner: **213 N THOMAS STREET, TUPELO, MS 38801**
   Parcel Number: **077J-35-005-00**
   Address of Violation: **213 NORTH THOMAS STREET , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **November 4, 2025** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
JOHNSON OLLIE M ESTATE
25 GORDON PLAZA DR
NEW ORLEANS, LA 70126

LEINOR
CASE NUMBER: LM-26-95
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 **JOHNSON OLLIE M ESTATE** (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: **JOHNSON OLLIE M ESTATE**
   Address of Owner: **25 GORDON PLAZA DR, NEW ORLEANS, LA 70126**
   Parcel Number: **101B-02-247-00**
   Address of Violation: **2317 ENGLEWOOD DRIVE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**100**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

APPENDIX M

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

APPENDIX M

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

CITY OF TUPELO
VS.
JOHNSON DARIUS A & SHYTAVIA
909 DESOTO DRIVE
TUPELO, MS 38801

LEINOR
CASE NUMBER: LM-25-374
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 **JOHNSON DARIUS A & SHYTAVIA** (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: **JOHNSON DARIUS A & SHYTAVIA**
   Address of Owner: **909 DESOTO DRIVE, TUPELO, MS 38801**
   Parcel Number: **077G-25-031-00**
   Address of Violation: **909 DESOTO DRIVE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **November 4, 2025** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**100**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026.**

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
JENKINS TOMMY & KAREN
2308 TORREY
TUPELO, MS 38801

LEINOR
CASE NUMBER: LM-26-107
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 **JENKINS TOMMY & KAREN** (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: **JENKINS TOMMY & KAREN**
   Address of Owner: **2308 TORREY, TUPELO, MS 38801**
   Parcel Number: **077P-35-187-00**
   Address of Violation: **2308 TORREY STREET , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

APPENDIX M

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

APPENDIX M

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

CITY OF TUPELO
VS.
HILARIO OSCAR
168 MOUNTAIN LEADER TRAIL
TUPELO, MS 38804

LEINOR
CASE NUMBER: LM-26-234
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 **HILARIO OSCAR** (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: **HILARIO OSCAR**
   Address of Owner: **168 MOUNTAIN LEADER TRAIL, TUPELO, MS 38804**
   Parcel Number: **077Q-36-219-00**
   Address of Violation: **202 ENOCH AVENUE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

APPENDIX M

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

APPENDIX M

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

CITY OF TUPELO
VS.
GREEN EDGAR & YOUSHEKIA
605 TROUT STREET
TUPELO, MS 38801

LEINOR
CASE NUMBER: LM-25-411
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 **GREEN EDGAR & YOUSHEKIA** (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: **GREEN EDGAR & YOUSHEKIA**
   Address of Owner: **605 TROUT STREET, TUPELO, MS 38801**
   Parcel Number: **101B-02-025-00**
   Address of Violation: **605 TROUT STREET , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **November 4, 2025** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

APPENDIX M

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
TTLBL LLC
4747 EXECUTIVE DR STE 510
SAN DIEGO, CA 92121

LEINOR
CASE NUMBER: LM-25-395
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 **TTLBL LLC** (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: **TTLBL LLC**
   Address of Owner: **4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121**
   Parcel Number: **077P-35-006-00**
   Address of Violation: **2411 DANNY STREET , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **November 4, 2025** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

APPENDIX M

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
FAULKNER LLOYD
P O BOX 100
HOUSTON, MS 38851

LEINOR
CASE NUMBER: LM-25-392
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 **FAULKNER LLOYD** (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: **FAULKNER LLOYD**
   Address of Owner: **P O BOX 100, HOUSTON, MS 38851**
   Parcel Number: **088N-33-047-00**
   Address of Violation: **0 NO STREET, TUPELO, 00000**- Canal Street
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **November 4, 2025** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be $**100**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026.**

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

APPENDIX M

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

CITY OF TUPELO
VS.
GRAY BUFFI
905 HARRISON ST
TUPELO, MS 38801

LEINOR
CASE NUMBER: LM-26-121
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 **GRAY BUFFI** (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: **GRAY BUFFI**
   Address of Owner: **905 HARRISON ST, TUPELO, MS 38801**
   Parcel Number: **101D-01-179-00**
   Address of Violation: **905 HARRISON STREET , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **TUESDAY 6th** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

APPENDIX M

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

CITY OF TUPELO
VS.
ACC TAX SALES PROPERTIES LLC
PO BOX 850001
ORLANDO, FL 32885

LEINOR
CASE NUMBER: LM-26-157
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 **ACC TAX SALES PROPERTIES LLC** (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: **ACC TAX SALES PROPERTIES LLC**
   Address of Owner: **PO BOX 850001, ORLANDO, FL 32885**
   Parcel Number: **077Q-36-081-00**
   Address of Violation: **1400 CENTRAL AVENUE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **TUESDAY 6th** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

APPENDIX M

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

CITY OF TUPELO
VS.
WWD LLC
PO BOX 3171
TUPELO, MS 38803

LEINOR
CASE NUMBER: LM-26-236
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 **WWD LLC** (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: **WWD LLC**
   Address of Owner: **PO BOX 3171, TUPELO, MS 38803**
   Parcel Number: **079V-32-147-00**
   Address of Violation: **122 HARVESTERS SQUARE , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026.**

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Beyouri, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

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

CITY OF TUPELO
VS.
TTLBL LLC
4747 EXECUTIVE DR STE 510
SAN DIEGO, CA 92121

LEINOR
CASE NUMBER: LM-26-125
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 **TTLBL LLC** (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: **TTLBL LLC**
   Address of Owner: **4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121**
   Parcel Number: **077P-35-006-00**
   Address of Violation: **2411 DANNY STREET , TUPELO, MS, 38801**
2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2026** 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(s) mowed.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or $1500.00, whichever is more.
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **October 6, 2026**, adjudicated the actual cost of lot mowing & cleaning to be **$75**. This amount is assessed as a lien on the real property described above.
5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.
7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the **6TH** day of **OCTOBER**, **2026**.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, Council President

ATTEST:

Sandy Shumaker
SANDY SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-06-26
Date

AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE September 15, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR AUGUST 10, 2026 **DRB**

Request: DRB

In the matter of approval of Major Thoroughfare Committee Minutes for August 10, 2026

Tupelo Major Thoroughfare Program Minutes

Date: 08/10/2026 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:00 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Greg Pirkle Dan Rupert Danny Riley Jon Milstead Ernie Joyner Drew Robertson
Bill Cleveland David Rumbarger Charlotte Loden Stuart Johnson Terry Bullard Ted Roach

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Raphael Henry Robert Traylor Robin Hare George Jones

OTHERS PRESENT:

Brent Spears Dennis Bonds Kim Hannah John White Kelly Knight Johnny Timmons
Ben Logan Don Lewis Janet Gaston

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes from the July 13, 2026 Major Thoroughfare meeting. Stuart Johnson made the motion to accept the minutes. Terry Bullard seconded the motion.

Minutes were approved unanimously by the Committee.

Budget Report

Kim Hannah reviewed the Major Thoroughfare Phase VII Budget Report for the month ending July 31, 2026. Beginning Cash Balance was $852,269. Total Revenue from Property Tax was $124,881, Interest Earned was $1,482. Total Revenue was $998,438. Total Expenditures for July were $1,850,706, $10,100 for personnel cost, and $1,570,024 for Barnes Crossing to Gloster (New Road) and $270,582 for West Jackson (Madison to Front). Ending Cash Balance for July is $0.

Current Projects

Dennis Bonds reviewed updates on the current projects

- **New Road (Gloster to Northern Loop)**
  - Phase 1 is substantially complete. Phase 2 has limestone base, curb& gutter, and driveway work ongoing.
  - Expect to be completed ahead of target opening
- **Engineering Subcommittee**
  - Request for Qualifications and Proposal – advertised in paper on July 31st and August 7th. Proposals are to be received no later than September 1st. Subcommittee will review and select the Engineer to recommend to the MTC.
- **West Barnes Crossing Curb & Gutter (NTP Bridge to Crossroads Blvd)**
  - Bids opened on July 21st. 6 bids received, James A. Hodges Construction was the lowest and best bidder at $664,280.43. A Notice to Proceed date will be determined soon.

Open Discussion

Greg Pirkle mentioned a ribbon cutting for Woodford Way (New Road Gloster to Northern Loop) and encouraged all member to be there for it.

Chairman Greg Pirkle

Recorded by Dennis Bonds

Submitted by Dennis Bonds

AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE September 30, 2026

SUBJECT: IN THE MATTER OF BID AWARD APPROVAL 2026-039PW CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION - **DRB**

Request:

We are requesting the bid award approval at the recommendation of Engineering Solutions, Inc. to award to the lowest bidder – James A. Hodges Construction, Inc.

The Engineer's estimate was $584,115.50.
Lowest Bidder - James A. Hodges Construction, Inc. $434,943.30

W.G. Harrell Construction	$496,854.75
Econ Construciton Inc.	$503,513.46
Phillips Contracting Co. Inc.	$518,385.03
Cook and Son, LLC	$583,479.97
Byrum Construction Inc.	$629,150.82
J.M. Duncan Inc.	$695,387.25

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (2026-039PW)

Proposal of James A. Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

none

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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	$10,000.00 Ten Thousand Dollars	$ 10,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	$35.00 Thirty-Five Dollars	$ 280.00
3.	Removal of Fence	50 L.F.	$25.00 Twenty-Five Dollars	$ 1,250.00
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	$5.00 Five Dollars	$ 16,250.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	$16.20 Sixteen Dollars and Twenty Cents	$ 16,200.00
6.	Watering	5 K Gal.	$20.00 Twenty Dollars	$ 100.00
7.	Mowing	1 Acre	$150.00 One Hundred and Fifty Dollars	$ 150.00
8.	Grassing	1 Acre	$2,500.00 Two Thousand and Five Hundred Dollars	$ 2,500.00
9.	Agricultural Limestone	3 Ton	$100.00 One Hundred Dollars	$ 300.00

10.	Mulch, Vegetative Mulch	3 Ton	$200.00 Two Hundred Dollars	$ 600.00
11.	Temporary Grassing	1 Acre	$2,500.00 Two Thousand and Five Hundred Dollars	$ 2,500.00
12.	Temporary Silt Fence	1,250 L.F.	$4.00 Four Dollars	$ 5,000.00
13.	Wattles, 20"	120 L.F.	$5.00 Five Dollars	$ 600.00
14.	Rip Rap for Erosion Control	20 Ton	$65.00 Sixty-Five Dollars	$ 1,300.00
15.	Select Borrow (PM)	3,350 C.Y.	$16.20 Sixteen Dollars and Twenty Cents	$ 54,270.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	$55.00 Fifty-Five Dollars	$ 13,750.00
17.	Granular Material (Crushed Stone)	555 C.Y.	$69.96 Sixty-Nine Dollars and Ninety-Six Cents	$ 38,827.80
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	$173.00 One Hundred Seventy - Three Dollars	$ 36,503.00
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	$170.00 One Hundred Seventy Dollars	$ 35,870.00
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	$176.00 One Hundred Seventy-Six Dollars	$ 27,808.00
21.	15" HDPE Pipe	100 L.F.	$33.00 Thirty-Three Dollars	$ 3,300.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	$3,700.00 Three thousand and Seven Hundred Dollars	$ 14,800.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	$64.00 Sixty-Four Dollars	$ 4,096.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	$3,700.00 Three thousand and Seven Hundred Dollars	$ $7,400.00
25.	Maintenance of Traffic	1 L.S.	$20,000.00 Twenty Thousand Dollars	$ 20,000.00
26.	Additional Construction Signs	1 S.F.	$10.00 Ten Dollars	$ $10.00
27.	Standard Roadside Construction Signs	8 Each	$160.00 One Hundred and Sixty Dollars	$ 1,280.00
28.	Mobilization	1 L.S.	$48,000.00 Fourty-Eight Thousand Dollars	$ 48,000.00
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	$6.00 Six Dollars	$ 5,100.00
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	$6.00 Six Dollars	$ 5,700.00
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	$10.00 Ten Dollars	$ 3,650.00
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	$15.00 Fifteen Dollars	$ 1,957.50
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	$10.00 Ten DollarsTen Dollars	$ 370.00
34.	Barricades, Type III, Single Faced	24 L.F.	$30.00 Thirty Dollars	$ 720.00
35.	Standard Roadside Signs	9 Each	$500.00 Five Hundred Dollars	$ 4,500.00
36.	Roadway Construction Stakes	1 L.S.	$1.00 One Dollar	$ 1.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) $ 434,943.30

$ Four Hundred and Thirty-Four Thousand, Nine Hundred Forty-Three Dollars, and Thirty Cents
(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company James A. Hodges Construction, Inc.

Signature

Title President

Address 1281A CR 811

Saltillo, MS 38866

Attest: Robin Rodgers
SEAL (if Bid is by a Corporation)



CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, James A. Hodges Construction Inc.,
as Principal, and Palomar Caualty and Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 20 26.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

James A. Hodges Construction Inc.
_____ (L.S.)
(Principal)

Palomar Caualty and Surety Company
(Surety)

By: _____
Jordan Carter, Attorney-in-Fact

JAMES A. HODGES CONSTRUCTION INC. CORPORATE SEAL 2002 MISSISSIPPI

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.

PALOMAR SPECIALTY INSURANCE COMPANY 114
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** James A. Hodges Construction Inc.

Description: CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon (***"PSIC"***), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, (***"PCSC"*** and together with PSIC, the ***"Companies"*** or each ***"Company"***), do hereby make, constitute, and appoint:

Jordan Carter

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY SEAL 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day, of September, 2026.

PALOMAR SPECIALTY SEAL 0001

Angela Grant
Secretary

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^{th}) 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	CONTRACTING PARTY
Date:	Date: 9/29/26

ESI
ENGINEERING SOLUTIONS INC
Excellence In Engineering
www.esi-ms.com

September 29, 2026 T16-305D

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attention: Kelly Knight

RE: CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION (BID # 2026-039PW)

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that James A. Hodges Construction, Inc. of Tupelo, MS, submitted the lowest bid in the amount of $434,943.30.

The Engineer's estimate was $584,115.50. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

Cade Armstrong	City of Tupelo
Kelly Knight	City of Tupelo
Allen Tatum	Phillips Contracting Co.
Chad Rankin	Hodges Construction
Andy Hodges	Hodges Construction
Kim Hanna	City of Tupelo
John White	Engineering Solutions, Inc.
Don Lewis	City of Tupelo
Dennis Bonds	City of Tupelo
Ben Logan	City of Tupelo
Stephen Reed	City of Tupelo
Brad Deramus	Chickasaw Inkana Foundation

John White, PE, PLS

1324 N. Veterans ▮ Tupelo, MS 38804
662-840-9063 662-840-9064

TABULATION OF BIDS
Chickasaw Heritage Center Natchez Trace Intersectrion
City of Tupelo, MS
Project No. T16-305D (BID # 2026-039PW)

BIDS RECEIVED September 29, 2026 @ 10:00				Engineer Estimate		James Hodges Construction		W.G. Harrell Contruction		Econ Contruction Inc.	
Item No.	**Item**	**Quantity**	**Units**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**
1	Clearing and Grubbing	1	LS	$55,000.00	$55,000.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$24,000.00	$24,000.00
2	Removal Of Pipe, All Sizes	8	LF	$50.00	$400.00	$35.00	$280.00	$30.00	$240.00	$41.00	$328.00
3	Removal Of Fence	50	LF	$10.00	$500.00	$25.00	$1,250.00	$10.00	$500.00	$11.11	$555.50
4	Unclassified Excavation, FM, AH	3,250	CY	$15.00	$48,750.00	$5.00	$16,250.00	$6.00	$19,500.00	$8.12	$26,390.00
5	Borrow Excavation, AH, FME, Class B9	1,000	CY	$20.00	$20,000.00	$16.20	$16,200.00	$23.68	$23,680.00	$27.32	$27,320.00
6	Watering	5	K Gal	$20.00	$100.00	$20.00	$100.00	$225.00	$1,125.00	$116.00	$580.00
7	Mowing	1	AC	$250.00	$250.00	$150.00	$150.00	$1,100.00	$1,100.00	$961.00	$961.00
8	Grassing	1	AC	$1,250.00	$1,250.00	$2,500.00	$2,500.00	$2,427.00	$2,427.00	$1,683.00	$1,683.00
9	Agricultural Limestone	3	TON	$75.00	$225.00	$100.00	$300.00	$282.00	$846.00	$600.00	$1,800.00
10	Mulch, Vegetative Mulch	3	TON	$250.00	$750.00	$200.00	$600.00	$282.00	$846.00	$720.00	$2,160.00
11	Temporary Grassing	1	AC	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$2,427.00	$2,427.00	$3,225.00	$3,225.00
12	Temporary Silt Fence	1,250	LF	$8.00	$10,000.00	$4.00	$5,000.00	$4.00	$5,000.00	$3.52	$4,400.00
13	Wattles, 20"	120	LF	$5.00	$600.00	$5.00	$600.00	$6.00	$720.00	$8.72	$1,046.40
14	Rip Rap for Erosion Control	20	TON	$75.00	$1,500.00	$65.00	$1,300.00	$60.00	$1,200.00	$103.65	$2,073.00
15	Select Borrow (PM)	3,350	CY	$20.00	$67,000.00	$16.20	$54,270.00	$21.25	$71,187.50	$18.94	$63,449.00
16	Granular Material, Aggregate-Topsoil Course	250	CY	$50.00	$12,500.00	$55.00	$13,750.00	$56.25	$14,062.50	$65.62	$16,405.00
17	Granular Material, Crushed Stone	555	CY	$100.00	$55,500.00	$69.96	$38,827.80	$77.00	$42,735.00	$85.60	$47,508.00
18	Hot Mix Asphalt, MT, 12.5-mm Mixture	211	TON	$200.00	$42,200.00	$173.00	$36,503.00	$225.00	$47,475.00	$228.20	$48,150.20
19	Hot Mix Asphalt, MT, 19-mm Mixture	211	TON	$200.00	$42,200.00	$170.00	$35,870.00	$214.50	$45,259.50	$223.70	$47,200.70
20	Hot Mix Asphalt, MT, 9.5-mm Mixture	158	TON	$200.00	$31,600.00	$176.00	$27,808.00	$236.50	$37,367.00	$258.55	$40,850.90
21	15" HDPE Pipe	100	LF	$50.00	$5,000.00	$33.00	$3,300.00	$54.00	$5,400.00	$50.10	$5,010.00
22	15" Reinforced Concrete Headwall (Poured in Place)	4	EA	$3,000.00	$12,000.00	$3,700.00	$14,800.00	$3,300.00	$13,200.00	$2,521.00	$10,084.00
23	18" Reinforced Concrete Pipe Class III	64	LF	$70.00	$4,480.00	$64.00	$4,096.00	$60.00	$3,840.00	$72.00	$4,608.00
24	18" Reinforced Concrete Headwall (Poured in Place)	2	EA	$3,000.00	$6,000.00	$3,700.00	$7,400.00	$3,600.00	$7,200.00	$3,600.00	$7,200.00
25	Maintenance of Traffic	1	LS	$40,000.00	$40,000.00	$20,000.00	$20,000.00	$3,900.00	$3,900.00	$7,400.00	$7,400.00
26	Additional Construction Signs	1	SF	$10.00	$10.00	$10.00	$10.00	$11.00	$11.00	$11.63	$11.63
27	Standard Roadside Construction Signs	8	EA	$300.00	$2,400.00	$160.00	$1,280.00	$176.00	$1,408.00	$163.00	$1,304.00
28	Mobilization	1	LS	$50,000.00	$50,000.00	$48,000.00	$48,000.00	$40,000.00	$40,000.00	$35,600.00	$35,600.00
29	4" Thermoplastic Edge Stripe, Continous White	850	LF	$1.00	$850.00	$6.00	$5,100.00	$6.60	$5,610.00	$3.20	$2,720.00
30	4" Thermoplastic Traffic Stripe, Continous Yellow	950	LF	$1.00	$950.00	$6.00	$5,700.00	$6.60	$6,270.00	$5.90	$5,605.00
31	Thermoplastic Detail Stripe, White	365	LF	$2.00	$730.00	$10.00	$3,650.00	$11.00	$4,015.00	$3.20	$1,168.00
32	Thermoplastic Legend, White (Crosswalk)	130.5	SF	$11.00	$1,435.50	$15.00	$1,957.50	$16.50	$2,153.25	$17.71	$2,311.16
33	Thermoplastic Legend, White (Stop Bar)	37	LF	$5.00	$185.00	$10.00	$370.00	$11.00	$407.00	$17.71	$655.27
34	Barricades Type III, Single Faced	24	LF	$25.00	$600.00	$30.00	$720.00	$33.00	$792.00	$24.50	$588.00
35	Standard Roadside Signs	9	EA	$350.00	$3,150.00	$500.00	$4,500.00	$550.00	$4,950.00	$436.30	$3,926.70
36	Roadway Construction Stakes	1	LS	$15,000.00	$15,000.00	$1.00	$1.00	$1.00	$1.00	$5,236.00	$5,236.00
	Contingency Allowance				$50,000.00		$50,000.00		$50,000.00		$50,000.00
	Total Bid				**$584,115.50**		**$434,943.30**		**$496,854.75**		**$503,513.46**

BIDS RECEIVED September 29, 2026 @ 10:00				Phillips Contracting Co. Inc		Cook and Son, LLC		Byrum Construction Inc.		J.M. Duncan Inc.	
Item No.	**Item**	**Quantity**	**Units**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**
1	Clearing and Grubbing	1	LS	$26,000.00	$26,000.00	$20,000.00	$20,000.00	$51,768.39	$51,768.39	$50,000.00	$50,000.00
2	Removal Of Pipe, All Sizes	8	LF	$100.00	$800.00	$10.00	$80.00	$93.72	$749.76	$50.00	$400.00
3	Removal Of Fence	50	LF	$10.00	$500.00	$10.00	$500.00	$14.99	$749.50	$20.00	$1,000.00
4	Unclassified Excavation, FM, AH	3,250	CY	$11.00	$35,750.00	$10.00	$32,500.00	$7.88	$25,610.00	$25.00	$81,250.00
5	Borrow Excavation, AH, FME, Class B9	1,000	CY	$24.70	$24,700.00	$21.00	$21,000.00	$10.97	$10,970.00	$35.00	$35,000.00
6	Watering	5	K Gal	$100.00	$500.00	$20.00	$100.00	$20.00	$100.00	$50.00	$250.00
7	Mowing	1	AC	$150.00	$150.00	$500.00	$500.00	$250.00	$250.00	$550.00	$550.00
8	Grassing	1	AC	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$1,025.63	$1,025.63	$4,000.00	$4,000.00
9	Agricultural Limestone	3	TON	$500.00	$1,500.00	$250.00	$750.00	$752.13	$2,256.39	$300.00	$900.00
10	Mulch, Vegetative Mulch	3	TON	$500.00	$1,500.00	$250.00	$750.00	$1,025.63	$3,076.89	$300.00	$900.00
11	Temporary Grassing	1	AC	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$3,418.75	$3,418.75	$3,000.00	$3,000.00
12	Temporary Silt Fence	1,250	LF	$4.00	$5,000.00	$4.00	$5,000.00	$4.79	$5,987.50	$5.00	$6,250.00
13	Wattles, 20"	120	LF	$8.00	$960.00	$7.00	$840.00	$11.62	$1,394.40	$15.00	$1,800.00
14	Rip Rap for Erosion Control	20	TON	$75.00	$1,500.00	$125.00	$2,500.00	$154.73	$3,094.60	$100.00	$2,000.00
15	Select Borrow (PM)	3,350	CY	$24.70	$82,745.00	$21.00	$70,350.00	$20.80	$69,680.00	$35.00	$117,250.00
16	Granular Material, Aggregate-Topsoil Course	250	CY	$41.00	$10,250.00	$170.00	$42,500.00	$114.87	$28,717.50	$80.00	$20,000.00
17	Granular Material, Crushed Stone	555	CY	$90.00	$49,950.00	$80.00	$44,400.00	$102.56	$56,920.80	$120.00	$66,600.00
18	Hot Mix Asphalt, MT, 12.5-mm Mixture	211	TON	$200.00	$42,200.00	$227.00	$47,897.00	$250.25	$52,802.75	$210.00	$44,310.00
19	Hot Mix Asphalt, MT, 19-mm Mixture	211	TON	$200.00	$42,200.00	$218.00	$45,998.00	$246.15	$51,937.65	$200.00	$42,200.00
20	Hot Mix Asphalt, MT, 9.5-mm Mixture	158	TON	$220.00	$34,760.00	$268.00	$42,344.00	$254.36	$40,188.88	$220.00	$34,760.00
21	15" HDPE Pipe	100	LF	$84.00	$8,400.00	$50.00	$5,000.00	$58.02	$5,802.00	$70.00	$7,000.00
22	15" Reinforced Concrete Headwall (Poured in Place)	4	EA	$4,000.00	$16,000.00	$8,000.00	$32,000.00	$1,894.84	$7,579.36	$1,800.00	$7,200.00
23	18" Reinforced Concrete Pipe Class III	64	LF	$141.00	$9,024.00	$80.00	$5,120.00	$91.85	$5,878.40	$130.00	$8,320.00
24	18" Reinforced Concrete Headwall (Poured in Place)	2	EA	$4,500.00	$9,000.00	$8,000.00	$16,000.00	$3,338.41	$6,676.82	$2,400.00	$4,800.00
25	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$5,880.25	$5,880.25	$10,000.00	$10,000.00
26	Additional Construction Signs	1	SF	$12.00	$12.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
27	Standard Roadside Construction Signs	8	EA	$190.00	$1,520.00	$160.00	$1,280.00	$191.45	$1,531.60	$180.00	$1,440.00
28	Mobilization	1	LS	$20,000.00	$20,000.00	$58,062.47	$58,062.47	$90,471.00	$90,471.00	$55,000.00	$55,000.00
29	4" Thermoplastic Edge Stripe, Continous White	850	LF	$7.10	$6,035.00	$6.00	$5,100.00	$3.90	$3,315.00	$6.60	$5,610.00
30	4" Thermoplastic Traffic Stripe, Continous Yellow	950	LF	$7.10	$6,745.00	$6.00	$5,700.00	$7.18	$6,821.00	$6.60	$6,270.00
31	Thermoplastic Detail Stripe, White	365	LF	$11.75	$4,288.75	$10.00	$3,650.00	$3.90	$1,423.50	$11.00	$4,015.00
32	Thermoplastic Legend, White (Crosswalk)	130.5	SF	$17.65	$2,303.33	$15.00	$1,957.50	$21.54	$2,810.97	$16.50	$2,153.25
33	Thermoplastic Legend, White (Stop Bar)	37	LF	$11.75	$434.75	$10.00	$370.00	$21.54	$796.98	$11.00	$407.00
34	Barricades Type III, Single Faced	24	LF	$35.30	$847.20	$30.00	$720.00	$28.72	$689.28	$33.00	$792.00
35	Standard Roadside Signs	9	EA	$590.00	$5,310.00	$500.00	$4,500.00	$512.81	$4,615.29	$550.00	$4,950.00
36	Roadway Construction Stakes	1	LS	$5,000.00	$5,000.00	$1.00	$1.00	$24,149.98	$24,149.98	$15,000.00	$15,000.00
	Contingency Allowance				$50,000.00		$50,000.00		$50,000.00		$50,000.00
	Total Bid				**$518,385.03**		**$583,479.97**		**$629,150.82**		**$695,387.25**

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

September 29, 2026 @ 10:00 A.M.

$65,965.50

BIDDER	CERT. RESP. #	BID BOND	SIGNED	ADD	BID AMOUNT
Cook and Son	22593-MC	5%	✓		583,479.97
Phillips Contr.	00229-MC	5%	✓		518,385.03
SM Duncan	16029-MC	5%	✓		695,387.25
ECON Constr.	22639-MC	5%	✓		503,513.45
Byrum Constr.	20561-MC	5%	✓		629,158.25
WG Harrell	25870-MC	5%	✓		486,954.75
Hodges	13510-MC	5%	✓		434,943.30

APPENDIX O

Minute Entry Sign Up Sheet

Date: 9/29/2026

Time: 10:00 AM

Bid # 2026-039PW

Department: Public Works

Project: CONNECTOR ROAD (NATCHEZ TRACE PARKWAY TO INKANA FOUNDATION

Attendance	Company
Jade Armstrong	COT
Kelly Knight	COT
Allyn Tatum	Phillips Const.
Chuck Rankin	Hodges Const.
Kim Hanna	COT
DENNIS BONDS	CITY OF TUPELO
Stephen Reed	COT
Ben Legan	NDT

ENGINEERING SOLUTIONS, INC

Excellence In Engineering
www.esi-ms.com

Preliminary Opinion of Probable Construction Costs ***September 28, 2026***
Natchez Trace Access Drive to Chickasaw Heritage Center Property
City of Tupelo, MS
Project No. T16-305

Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total
	ROADWAY ITEMS				
1	Clearing and Grubbing	1	LS	$55,000.00	$55,000.00
2	Removal Of Pipe, All Sizes	8	LF	$50.00	$400.00
3	Removal Of Fence	50	LF	$10.00	$500.00
4	Unclassified Excavation, FM, AH	3,250	CY	$15.00	$48,750.00
5	Borrow Excavation, AH, FME, Class B9	1,000	CY	$20.00	$20,000.00
6	Watering	5	K Gal	$20.00	$100.00
7	Mowing	1	AC	$250.00	$250.00
8	Grassing	1	AC	$1,250.00	$1,250.00
9	Agricultural Limestone	3	TON	$75.00	$225.00
10	Mulch, Vegetative Mulch	3	TON	$250.00	$750.00
11	Temporary Grassing	1	AC	$1,000.00	$1,000.00
12	Temporary Silt Fence	1,250	LF	$8.00	$10,000.00
13	Wattles, 20"	120	LF	$5.00	$600.00
14	Rip Rap for Erosion Control	20	TON	$75.00	$1,500.00
15	Select Borrow (PM)	3,350	CY	$20.00	$67,000.00
16	Granular Material, Aggregate-Topsoil Course	250	CY	$50.00	$12,500.00
17	Granular Material, Crushed Stone	555	CY	$100.00	$55,500.00
18	Hot Mix Asphalt, MT, 12.5-mm Mixture	211	TON	$200.00	$42,200.00
19	Hot Mix Asphalt, MT, 19-mm Mixture	211	TON	$200.00	$42,200.00
20	Hot Mix Asphalt, MT, 9.5-mm Mixture	158	TON	$200.00	$31,600.00
21	15" HDPE Pipe	100	LF	$50.00	$5,000.00
22	15" Reinforced Concrete Headwall (Poured in Place)	4	EA	$3,000.00	$12,000.00
23	18" Reinforced Concrete Pipe Class III	64	LF	$70.00	$4,480.00
24	18" Reinforced Concrete Headwall (Poured in Place)	2	EA	$3,000.00	$6,000.00
25	Maintenance of Traffic	1	LS	$40,000.00	$40,000.00
26	Additional Construction Signs	1	SF	$10.00	$10.00
27	Standard Roadside Construction Signs	8	EA	$300.00	$2,400.00
28	Mobilization	1	LS	$50,000.00	$50,000.00
29	4" Thermoplastic Edge Stripe, Continous White	850	LF	$1.00	$850.00
30	4" Thermoplastic Traffic Stripe, Continous Yellow	950	LF	$1.00	$950.00
31	Thermoplastic Detail Stripe, White	365	LF	$2.00	$730.00
32	Thermoplastic Legend, White (Crosswalk)	130.5	SF	$11.00	$1,435.50
33	Thermoplastic Legend, White (Stop Bar)	37	LF	$5.00	$185.00
34	Barricades Type III, Single Faced	24	LF	$25.00	$600.00
35	Standard Roadside Signs	9	EA	$350.00	$3,150.00
36	Roadway Construction Stakes	1	LS	$15,000.00	$15,000.00
	TOTAL ESTIMATED CONSTRUCTION COST				**$515,965.50**
	Contingency Allowance for Latent Conditions				$50,000.00
	Total Estimated Project Cost				**$565,965.50**

This project cost data and associated preliminary engineering report were developed in accordance with standard engineering practice, and conforming to design guidelines promulgated by the Mississippi Department of Transportation

John White, PE #11224

Bid For: Chickasaw Heritage Center Natchez Trace Intersection

W.G. HARRELL
CONSTRUCTION

600 James Otis Smith Dr.

Walnut, MS 38683

(662)507-5976

W.G. Harrell Construction, LLC.

MS Certificate of Responsibility: 25870-MC

Classifications: Dams, Reservoirs, Flood Control Work, Highway Street and Bridge Construction, Landfill Construction, Railroad Construction

Expiration: 4/03/2027

TN License NO:

82714

City of Tupelo, MS

Bid Date: 9/29/2026

Bid Time: 10:00 a.m.

ESI PROJECT NO.:
T16-305D

DATE:
August 2026

CONTRACT DOCUMENTS

AND

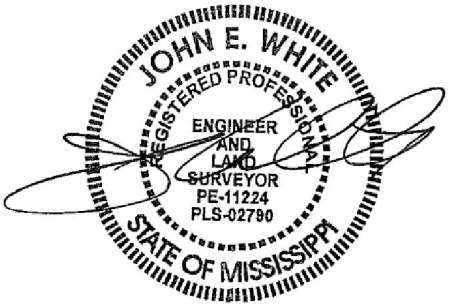
SPECIFICATIONS

FOR

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION

FOR THE

CITY OF TUPELO, MISSISSIPPI
(BID # 2026-039PW)



ESI
ENGINEERING SOLUTIONS INC

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION

FOR THE

CITY OF TUPELO, MISSISSIPPI

MUNICIPAL OFFICIALS

MAYOR:
TODD JORDAN

CHIEF OPERATIONS OFFICER:
DON LEWIS

CITY ENGINEER:
DENNIS BONDS

CITY COUNCIL:
CHAD MIMS
LYNN BRYAN
TRAVIS BEARD
NETTIE DAVIS
BENTLEY NOLAN
JANET GASTON
ROSIE JONES

CITY ATTORNEY:
BEN LOGAN

CHIEF FINANCIAL OFFICER:
KIM HANNA

CONTRACT DOCUMENTS AND ASSEMBLY OF SPECIFICATIONS
CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

Contract Documents and Assembly of Specifications
Advertisement for Bids
Mandatory Provisions for all City of Tupelo Projects
Information for Bidders
Bid Proposal
Bid Bond
Payment Bond
Performance Bond
Agreement
Certificate of Owner's Attorney
General Conditions
Special Conditions
Notice of Award
Notice to Proceed
Change Order

TECHNICAL SPECIFICATIONS

Scope of Work
Mobilization
Maintenance of Traffic
Clearing and Grubbing
Earthwork
Select Borrow Material
Granular Material (Crushed Stone)
Granular Material (Aggregate-Topsoil Course)
Temporary Erosion and Sediment Control
Permanent Erosion Control
Bituminous Pavements
Storm Drainage
Minor Structure Concrete
Plastic Traffic Markings
Reflectorized Signs
Record Drawings

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI
ADVERTISEMENT FOR BIDS
BID # 2026-039PW

Sealed or electronic bids for the construction of CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION will be received by the City of Tupelo, Mississippi at City Hall, 71 East Troy St., 1st Floor Purchasing Office, Attn: Kim Hanna, until 10:00 a.m., on September 29, 2026, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2nd floor. Electronic bids will be received until the date and time via electronic online submission through www.tupelomsbids.com.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at www.tupelomsbids.com. Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo Public Works, located at 604 Crossover Road Tupelo, MS, or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

This work consists of the construction of an access drive intersection for the Chickasaw Heritage Center onto the Natchez Trace Parkway in Tupelo, MS. The work will include but is not limited to earthwork, storm drainage, base construction, paving, and striping. Defined quantities to be bid are specified in the Contract Documents.

Each bid submitted must be marked on the outside "Bid for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION – # 2026-039PW". Any bid in excess of $50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed $50,000.

A satisfactory Bid Bond executed by the Bidder and an accepted Surety, a certified check, or bank draft payable to the City of Tupelo, Mississippi, on negotiable U.S. Government Bonds (at par value), shall be submitted with each bid in an amount equal to five percent (5%) of the total bid.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder'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. When a nonresident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of nonresident contractors.

Minority and Woman Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Tupelo is an Equal Opportunity Employer and hereby notifies all Bidders will be afforded the full opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

Bids may be held up to 90 days from the date of opening for review of bids and qualifications of bidders prior to Contract award. The City of Tupelo, MS, reserves the right to reject any or all bids or to waive any informalities in the bidding.

TODD JORDAN
Kim Hanna, Chief Financial Officer

August 26, 2026 and September 02, 2026

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^{th}) 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: 9/29/2026

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Tupelo, Mississippi, (hereinafter called the "OWNER"), invites Bids on the forms attached hereto. Bids will be received by the OWNER at City Hall, 71 East Troy St., 1st Floor Purchasing Office, Attn: Kim Hanna until the time specified in the ADVERTISEMENT FOR BIDS, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2nd floor. The envelope containing the Bids must be sealed and addressed to: CITY OF TUPELO, MISSISSIPPI, and designated as Bid for: CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION - 2026-039PW along with the additional required information as set forth in the Preparation of Bid section contained herein.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at www.tupelomsbids.com. Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo City Hall (address above) or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Each bid submitted must be marked on the outside "Bid for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION - # 2026-039PW. Any bid in excess of $50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed $50,000. When bidders choose to submit bids electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars ($50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead attached to his bid.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in (in ink or typewritten) and the foregoing certification must be fully completed when submitted. Should the Bidder fail to correctly submit a Unit Price for Each item, his Bid will be classed as irregular. Failure to properly sign Proposals shall disqualify same.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, his Certificate of Responsibility Number, his State License Number, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER as specified herein.

3. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. CONDITIONAL BIDS WILL NOT BE ACCEPTED. Proposals in which the prices obviously are unbalanced may be rejected. The Owner reserves the right to waive any informalities or reject any and all bids.

4. TELEGRAPHIC MODIFICATION

Any Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, providing such telegraphic communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid Price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed Bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

5. METHOD BIDDING

The OWNER invites only one Bid with alternates thereto, if any. Each Bidder must present a complete Proposal for all of the work as only one Contract will be awarded.

6. QUALIFICATIONS OF BIDDER

The OWNER may make such investigation 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 any 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 obligations of the Contract and to complete the work contemplate therein.

7. BID SECURITY

Each Bid must be accompanied by cash, Certified Check of the Bidder, or a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the Bid. Such cash, checks or Bid Bond will be returned to all except the three lowest Bidders after the opening of Bids. The remaining cash, checks or Bid Bonds will be returned after the OWNER and accepted Bidder have executed the Contract. If no award has been made within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, his Bid will be returned by the OWNER so long as the Bidder has not been notified of the acceptance of his Bid.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within (15) days after he has received notice of the acceptance of his Bid, shall forfeit to the OWNER (as liquidated damages for such failure or refusal) the security deposited with his Bid.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written NOTICE TO PROCEED of the OWNER and to fully complete the project within the Contract Time stated in the Agreement and/or Bid Proposal. The Bidder must also agree to pay (as liquidated damages) the sum stated in the Bid Proposal for each working day thereafter as hereinafter provided in the General Conditions.

10. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor thereon by conducting site visits and becoming thoroughly familiar with the Contract Documents. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretations should be in writing, addressed to:

ENGINEERING SOLUTIONS, INC., 1324 N. VETERANS BLVD. TUPELO, MS 38804

and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed, to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and furnishing materials in compliance with this Contract as specified in the General Conditions included herein. The surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the OWNER.

13. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

14. LAWS AND REGULATIONS

The Bidder’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 written out in full.

15. METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest Base Bid or lowest Base Bid plus any combination of alternates (at the owners discretion) submitted by a responsible Bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract; the Contract will be awarded to the lowest qualified Bidder. If such Bid exceeds such amount, the OWNER may reject all Bids.

16. OBLIGATION OF BIDDER

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. 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 Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

17. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall

A. Comply with the safety standards provisions of applicable laws, building and construction codes.

B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.

C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site.

18. SCOPE OF WORK

The Bidder agrees to perform all the work described in the Contract Documents and to construct the work, complete in place and ready to use.

19. PRECEDENCE OF DOCUMENTS

The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy in the following order: Addenda, General Specifications, Technical (Item) Specifications, Construction Plans, Information for Bidders, Special Conditions and General Conditions

20. FUEL ADJUSTMENTS

There will be no fuel adjustments for this project.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (2026-039PW)

Proposal of W.G. Harrell Construction LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as W.G. Harrell Construction LLC*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

N/A

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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	30,000.00 Thirty thousand dollars	$ 30,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	30.00 Thirty dollars	$ 240.00
3.	Removal of Fence	50 L.F.	10.00 Ten dollars	$ 500.00
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	6.00 Six dollars	$ 19,500.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	23.68 Twenty three dollas sixty eight cents	$ 23,680.00
6.	Watering	5 K Gal.	225.00 Two hundred twenty five dollars	$ 1,125.00
7.	Mowing	1 Acre	1,100 One thousand one hundred dollars	$ 1,100.00
8.	Grassing	1 Acre	2,427.00 Two thousand four hundred twenty Seven dollars	$ 2,427.00
9.	Agricultural Limestone	3 Ton	282.00 Two hundred eighty two dollars	$ 846.00

10.	Mulch, Vegetative Mulch	3 Ton	282.00 Two hundred eighty two dollars	$ 846.00
11.	Temporary Grassing	1 Acre	2,427 Two thousand four hundred twenty seven dollars	$ 2,427.00
12.	Temporary Silt Fence	1,250 L.F.	4.00 Four dollars	$ 5,000.00
13.	Wattles, 20"	120 L.F.	6.00 Six dollars	$ 720.00
14.	Rip Rap for Erosion Control	20 Ton	60.00 Sixty dollars	$ 1,200.00
15.	Select Borrow (PM)	3,350 C.Y.	21.25 Twenty one dollars twenty five cents	$ 71,187.50
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	56.25 Fifty six dollars twenty five cents	$ 14,062.50
17.	Granular Material (Crushed Stone)	555 C.Y.	77.00 seventy seven dollars	$ 42,735.00
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	225.00 Two hundred twenty five dollars	$ 47,475.00
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	214.50 Two hundred fourteen dollars & fifty cents	$ 45,259.50
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	236.50 Two hundred thirty six dollars & fifty cents	$ 37,367.00
21.	15" HDPE Pipe	100 L.F.	54.00 Fifty four dollars	$ 5400.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	3,300.00 Three thousand three hundred	$ 3,300.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	60.00 Sixty dollars	$ 3,840.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	3,600.00 Three thousand six hundred	$ 7,200.00
25.	Maintenance of Traffic	1 L.S.	3,900.00 Three thousand nine hundred dollars	$ 3,900.00
26.	Additional Construction Signs	1 S.F.	11.00 Eleven dollars	$ 11.00
27.	Standard Roadside Construction Signs	8 Each	176.00 one hundred seventy six dollars	$ 1,408.00
28.	Mobilization	1 L.S.	40,000.00 Fourty thousand dollars	$ 40,000.00
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	6.60 Six dollars sixty cents	$ 5,610.00
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	6.60 Six dollars sixty cents	$ 6,270.00
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	11.00 Eleven dollars	$ 4,015.00
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	16.50 Sixteen dollars fifty cents	$ 2,153.25
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	11.00 Eleven dollars	$ 407.00
34.	Barricades, Type III, Single Faced	24 L.F.	33.00 Thirty three dollars	$ 792.00
35.	Standard Roadside Signs	9 Each	550 Five hundred fifty dollars	$ 4,950.00
36.	Roadway Construction Stakes	1 L.S.	1.00 one dollar	$ 1.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) $ 486,954.75

$ Four hundred eighty six thousand nine hundred fifty four dollars seventy five cents
(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company W. G. Harrell Construction LLC Attest: Shannon Bryant
SEAL (if Bid is by a Corporation)

Signature

Title President

Address 600 J. O. Smith Dr.
Walnut, MS 38683

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, **WG Harrell Construction, LLC**, as Principal, and **Westfield Insurance Company** as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of **Five Percent of Amount Bid (5%)** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this **29th** day of **September**, 20**26**.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

WG Harrell Construction, LLC
_____ (L.S.)
(Principal)

Westfield Insurance Company
(Surety)

By: _____
Michael A. McDaniel, Attorney-in-Fact

WESTFIELD INSURANCE COMPANY SEAL

COUNTERSIGNATURE:

By: _____
Jenna B. Allen, 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.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4113612 01

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

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

of **MEMPHIS** and State of **TN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **OCTOBER** A.D., **2009** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr.
Richard L. Kinnaird, Jr., *Senior Executive*

State of Ohio
County of Medina ss.:

On this **19th** day of **OCTOBER** A.D., **2009** , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio;** that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

William J. Kahelin
William J. Kahelin, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **29th** day of **September** A.D., **2026** .

Frank A. Carrino
Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

_____

_____

a _____, hereinafter called PRINCIPAL

and _____(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ _____in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By: _____
_____	_____
Witness as to Principal	Address
_____	_____
Address	
_____	_____
	Surety
ATTEST:	
_____	By: _____
Witness as to Surety	Attorney-In-Fact
_____	_____
Address	Address
_____	_____

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

_____

_____

a _____, hereinafter called PRINCIPAL

and _____(Name of Surety) hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By: _____
_____	_____
Witness as to Principal	Address
_____	_____
_____	_____
	Surety
ATTEST:	
_____	By: _____
Witness as to Surety	Attorney-In-Fact
_____	_____
Address	Address
_____	_____

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

_____

Resident Mississippi Agent

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT made this ____ day of _____, 2026 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and _____ , doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 120 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of _____ _____, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Bid Proposal
   (D) Bid Documents
   (E) Bid Bond
   (F) Agreement
   (G) Certificate of Owner's Attorney
   (H) General Conditions
   (I) Special Conditions
   (J) Payment Bond
   (K) Performance Bond
   (L) Notice of Award
   (M) Notice to Proceed
   (N) Change Order
   (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY:_____
Name: _____
Title: _____

ATTEST:

BY:_____
Name: _____
Title: _____ **OWNER'S SEAL**

CONTRACTOR:

BY:_____
Name: _____
Title: _____

ATTEST:

BY:_____
Name: _____
Title: _____ **CORPORATE SEAL**

NOTE: If CONTRACTOR is a corporation, secretary should attest.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements 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 agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: _____

DATE: _____

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination, and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Environmental Requirements
32. Record Drawings
33. Claims for Delays
34. Fuel, Energy, and Water
35. Street Maintenance
36. Cleaning Up

DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the conditions and terms of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION – Substantial Completion shall be defined as when all portions of the Contract are completed in accordance with all requirements of the Contract Documents.

1.23 SPECIAL CONDITIONS – Information or conditions imposed as a part of the Contract Documents, or requirements that may be imposed by applicable state laws at the time of Project letting.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

1.27 STANDARDS - The following words, symbols, letters, or abbreviations shall be deemed to have the following meaning and shall refer to the latest current revision of said standard or specification applicable in effect of the date of opening bids:

AASHTO-American Association of State Highway and Transportation Officials
ACI -American Concrete Institute
AIA -American Insurance Association (formerly National Board of Fire Underwriters)
ANSI -American National Standards Institute
ASME -American Society of Mechanical Engineers
ASTM -American Society for Testing and Materials
AWWA -American Water Works Association
NEMA -National Electrical Manufacturer's Association
SBH -State Board of Health
MDOT -Mississippi Department of Transportation

2.0 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3.0 SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4.0 DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5.0 SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall review all SHOP DRAWINGS. The ENGINEER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. .

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.0 MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7.0 INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State or Local agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered prior to notification, or contrary to the instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8.0 SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9.0 PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10.0 SURVEYS, PERMITS AND REGULATIONS

10.1 From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. All points of reference (existing or set) shall be checked and verified by the Contractor prior to commencement of work.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the Section pertaining to, CHANGES IN THE WORK.

11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12.0 SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13.0 CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT TIME or PRICE, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14.0 CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

a. Unit prices previously approved.
b. An agreed lump sum.

14.2 The quantities of Unit Pay Items listed in the Proposal forms are to be considered approximate only. The Engineer reserves the right to make such alterations in the Plans or in the extent of the work as he may consider desirable or necessary during the progress of the work to satisfactorily complete the proposed construction.

14.3 The Owner may, under this reservation, increase or decrease any or all of the quantities of Pay Items as set forth in the Proposal, or delete certain items of work from the Contract. Increased or decreased quantities of items will be paid for at the unit bid price.

14.4 It is understood that variations in quantities, within the above limitations, shall not be considered as a waiver of any conditions of the Contract, nor invalidate the Contractor's Proposal and the Contractor shall perform the work as increased or decreased from the Unit Contract Prices as bid.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

During the process of determining the workforce effort necessary for completion of the work within the Contract Time, the Contractor shall consider the Normal Adverse Weather Days for the type of work and the seasonal period of the work being performed. The number of normal adverse weather days to be included in these considerations shall be as follows:

Jan. – 21	Feb. – 17	March – 12	April – 9	May – 9	June – 9
July – 9	Aug. – 8	Sept. – 7	Oct. – 5	Nov. – 11	Dec. – 17

Normal adverse weather days as shown above are defined by the National Weather Service as being those with temperatures of 32 degrees or less, or precipitation of 0.1 inches or more, based on a 6 day work week. If the Contractor fails to complete the Work within the Contract Time, the Adverse Weather Days in excess of those shown above for each month, may be considered for an extension of the Contract Time.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, the Contractor does hereby agree, as a part 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 working day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would in sustain and said amount shall be retained by the Owner from current periodical estimates.

For the purpose of determining the number of working days considered for liquidated damages, a working day shall be defined as a day in which the weather and soil conditions permit the Contractor to proceed with work operations on the controlling item or items of work in progress at that time, for a period of not less than six (6) hours. The number of working days shall be based on a five-day workweek exclusive of state recognized legal holidays, or days on which delays are attributed to the Owner, governmental authorities, catastrophic events, or time periods awaiting the vegetative growth and coverage of plant growth, or the curing of asphalt or concrete.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

15.4.4 Interim completion dates may be required by the CONTRACT DOCUMENTS to support owner occupancy or subsequent construction by other contractors. If interim completion dates are specified, the contractor shall complete the work required for that activity as indicated in the CONTRACT SPECIFICATIONS and shown in the CONTRACT DRAWINGS within the specified time. All contract provisions relating to time for completion and liquidated damages shall apply to interim completion dates.

16.0 CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17.0 SUBSURFACE CONDITIONS

17.1 It is the responsibility of the CONTRACTOR to become familiar with the project site, the construction process, and the nature of the physical ground as to the extent necessary for the completion of the WORK as specified in the CONTRACT DOCUMENTS, prior to bidding the project. If during construction, conditions are encountered that differ from those normally encountered during projects of similar nature or location, the CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17.3 The existence of, and location of some of the known utilities and obstructions are indicated on the plans but are not guaranteed. The Contractor shall make sufficient investigation and inspections, at the site of the work, to enable him to determine the existence of and exact nature and location of all such drainage structures, underground and overhead obstructions, fences, and public and private utilities that will be disturbed in the prosecution of the work. The Contractor shall repair or replace such utilities and improvements, which are damaged by his operations so as to function properly, at his own expense and in a manner and condition equal to that of such utilities and improvements prior to damage. Fences which must be crossed shall be repaired to an “as was” condition.

18.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which shall fix the date on which WORK shall be resumed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, or secure the services of another Contractor and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid per contract unit price for all WORK completed in accordance with the Contract Documents.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19.0 PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. The submitted progress payment shall be accompanied by a monthly certification to the Engineer indicating payments to subcontractors. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of approved partial payment estimate less retainage. The retainage shall be an amount equal to five percent (5%) until the work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Engineer’s opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. Future retainage shall be withheld at the rate of two and one-half percent (2-1/2%). Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or partially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.3 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.4 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the approved final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retainage percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. In no event shall said final payment due the Contractor be made until the Engineer is provided with the following: 1) Written certification from the Contractor that all suppliers and subcontractors have been paid. 2) Written consent of Final Payment from the Contractor's Surety.

19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and part thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

20.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21.0 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability

of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire, Flood and Extended Coverage insurance value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statue, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, flood, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22.0 CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with the Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23.0 ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligation there under, without written consent of the other party.

24.0 INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR or SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation of approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs, or SPECIFICATIONS.

25.0 SEPARATE CONTRACT

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26.0 SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

26.4 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 the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER.

27.0 ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make periodic visits to the site to determine if the WORK is proceeding in general accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28.0 LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29.0 GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30.0 TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

31.0 ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 HISTORIC PRESERVATION - Any excavation by the CONTRACTOR that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the State Historic Preservation Officer (SHPO).

32.3 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the U.S. Fish and Wildlife Service.

32.0 RECORD DRAWINGS

33.1 The Contractor shall make a record of all changes in the contract drawings and specifications and shall change the contract drawings and specs to reflect all changes made. The Engineers will furnish a set of reproducible drawings to the Contractor on which changes shall be made. Additional sheets shall be drawn on mylar film as required. Record drawings and specifications shall be completed and furnished to the Engineers prior to the submission of the request for final payment. Keep records current and do not cover or conceal any work until the required information has been recorded.

The following items shall be recorded on the record drawings:

1. Depths of various elements in relation to datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Location of internal appurtenances concealed in construction referenced to visible and accessible features of the work.
4. Field changes of dimension and detail.
5. Changes made by Change Order.
6. Details not on original Contract Drawings.
7. Locations of plugged openings for future connections.

Specifications and Addenda shall be legibly marked up to record:

1. Manufacture, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order.
3. Other matters not originally specified.

33.2 Shop Drawings shall be maintained as record documents and legibly annotate drawings to record changes made after review.

33.0 CLAIMS FOR DELAY

34.1 No claim for delay damages will be allowed the Contractor resulting from change orders executed by him.

34.0 FUEL, ENERGY, AND WATER

35.1 The Contractor shall furnish all fuels, electric power and other energies, water and other consumables used in the prosecution of the work including testing and trial operations until in the opinion of Engineers, the work or part thereof, is substantially complete and in use by the Owner, at which time the Owner will begin paying power bills for that part. Arrangements shall be made in advance of need with utilities involved.

35.0 STREET MAINTENANCE

36.1 The Contractor, at his own expense, shall be required to maintain the streets and thoroughfares disturbed, in a passable condition, providing means of ingress and egress to persons residing and conducting business thereon where possible.

36.2 The Contractor shall provide additional earth backfill or adding surfacing materials for excavation and/or trenches in streets or thoroughfares, if and when the shrinkage sets in and shall shape and re-shape and grade and re-grade as in the opinion of the Engineers is necessary to maintain all thoroughfares disturbed in good condition from the time of initial excavation to the date of final acceptance. All streets and alleys shall be left in a good and satisfactory condition. In general, the Contractor shall not be required to construct or maintain detours, or to maintain streets disturbed beyond the date of final acceptance of the other work.

36.3 The Contractor shall provide facilities on a 24 hours, 7 day basis for pulling vehicles bogged down due to his operations.

36.4 The Contractor shall at locations where streets and public thoroughfares have been disturbed by excavations, or his equipment or operations, at all times while the work is in progress, take precautions for the protection of the public by placing and maintaining adequate flagmen, barricades, red flags and/or lights.

36.0 CLEANING UP

37.1 As each portion of the work is completed, the Contractor shall clean up and remove from the site all rubbish and old and unused materials and fill all holes and cavities made for his convenience, and shall leave the site in a neat, presentable and usable condition, restored to original or better condition.

37.2 Cleaning up is considered to be an integral, important and necessary function of each item of work. Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

SPECIAL CONDITIONS

1. Safety – The Contractor shall bear the full responsibility for Safety on the project site for the duration of the project.

2. Maintenance of Traffic - The Contractor is solely responsible for all safety devices necessary for insuring the safety of traffic through the construction zone and for compliance with the MUTCD part VI. The traffic control plan, if made a part of the contract documents, is considered a minimum amount of traffic control required, and does not relieve the Contractor from providing additional components conforming to the MUTCD as necessary for the safe travel of traffic through the construction zone. A competent, trained, and experienced Traffic Safety Officer capable of reviewing and maintaining construction zone safety shall be designated by the Contractor prior to the commencement of the project.

3. Construction Surveying – Construction staking for the project will be the responsibility of the Contractor from bench marks, control points, or reference lines provided by the owner. The CONTRACTOR shall carefully preserve such bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. All points of reference (existing or set) shall be checked and verified by the Contractor prior to commencement of work.

4. Construction Testing - The CONTRACTOR shall retain the services of a qualified testing laboratory to make tests and determine acceptability of materials for use in embankments, base construction, concrete structures, and pavements. The testing laboratory retained by the Contractor will also be responsible for providing field quality control as specified in the Standard Specifications. The Engineer on behalf of the Owner will provide quality assurance testing as necessary to verify the accuracy of the quality control testing.

5. There will be no fuel adjustments for this project.

6. The Contractor shall supply and maintain rest room facilities (Port-A-Johns) at appropriate locations in the vicinity of the work area(s). Periodic moving of these facilities will be required as the work area progresses along the project.

7. Any utility mains or service lines damaged by the Contractors operations shall be repaired or replaced by the Contractor immediately. Prior to commencement of work in the vicinity of utility mains or service lines, the Contractor shall have appropriate resources available to make repairs needed without undue length of service outage to local property owners and businesses. The location of all valves necessary for isolation of the area under construction shall be determined prior to commencement of work.

8. No construction traffic access allowed from the Natchez Trace Parkway. All access shall be from Gun Club Road through the Chickasaw Heritage Center site.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

NOTICE OF AWARD

To: _____
_____
_____

Project: **CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION**

The OWNER has considered the BID submitted by you dated _____, for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this _____ day of _____, 20___.

CITY OF TUPELO, MISSISSIPPI

Owner _____
By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20___.

By: _____

Title: _____

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

NOTICE TO PROCEED

To: _____ Date: _____
_____
_____

Project: **CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION**

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, 20___, and you are to complete all WORK within 120 consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 20___.

CITY OF TUPELO, MISSISSIPPI

Owner
By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 20___.

By: _____

Title: _____

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

CHANGE ORDER

Order No.: _____

Date: _____

Agreement Date: _____

Project: **CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

ORIGINAL CONTRACT PRICE $_____

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER: $_____

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: $_____

The new CONTRACT PRICE including this CHANGE ORDER will be: $_____

The CONTRACT TIME will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____.

Approvals required:

Requested by (CONTRACTOR): _____

Recommended by (ENGINEER): _____

Accepted by (OWNER): _____

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CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

SCOPE OF WORK

1. **GENERAL**: The work to be performed under this Contract shall consist of furnishing all labor, tools, equipment and materials and performing all work necessary for the complete construction of all facilities depicted by the Contract Drawings and specified herein.

2. **LOCATION**: The project site is located along the west side of the Natchez Trace Parkway between mile markers 261 and 262 within the City limits of Tupelo, MS.

3. **STANDARDS**: Any reference to a specification or designation of the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), American Standards Association (ASA), Commercial Standards (CS), National Sanitation Foundation (NSF), Federal Specifications, Mississippi Standard Specifications for State Aid Road and Bridge Construction, Mississippi Standard Specifications for Road and Bridge Construction, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14), Mississippi Department of Transportation Roadway Design Standard Drawing or other standards, codes, or orders refers to the most recent or latest specification or designation and any issued addenda. Where names of specific products may be designated in these specifications, or in the details appearing on the Contract Drawings, the intent is to state the general type or quality of product desired without ruling out the use of other products of equal type and quality, provided that use of such other products of equal type and quality has been approved in writing by the Engineer prior to installation.

   STANDARD SPECIFICATIONS: Applicable portions of the most current editions of "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-14)", "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION", and "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" are made a part of this specification fully and completely as if attached hereto except where superseded by Special Provisions or amended by revisions. All references to Standard Specifications shall mean the most current edition of the Mississippi Standard Specifications for Road and Bridge Construction, unless otherwise indicated. Special Provisions and Revised Specifications adopted and approved are made a part hereof fully and completely as if attached hereto.

   It shall be the responsibility of the Bidder to acquire a copy of these Specifications and become familiar with all applicable Sections and Subsections. Copies of these documents may be obtained from the U.S. Department of Transportation - Federal Highway Administration website and the Mississippi Department of Transportation website.

5. **LAYOUT AND CONSTRUCTION STAKING**: The Engineer will provide bench marks, control points, or reference lines as necessary for the location of the principle components of the project. From this information, the Contractor shall be responsible for performing the necessary computations, installing and maintaining all necessary slope stakes, batter boards, grade stakes (including sub-grade and surface-grade stakes), and additional control points as necessary for the construction of the project.

   It shall be the responsibility of the Contractor to check and prove all measurements prior to use during construction.

   The Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment for the work

6. **QUALITY CONTROL**: The Contractor shall be responsible for providing materials, which meet the requirements of the specifications contained herein. Test Reports and/or Certification by the manufacturer or material supplier, properly notarized, shall be furnished to the Contractor and the Engineer for all materials supplied for the project.

   The Owner reserves the right to withhold payment for any work or materials, which have not been approved by the Engineer, or certified in accordance with the specifications, contained herein.

7. **UNDERGROUND UTILITIES**: The approximate location of known underground utilities is shown on the Construction Plans. In addition to the utilities shown, there may also be additional underground utilities, which have not been detected. It shall be the responsibility of the Contractor to notify the Owner and all utility companies with underground utilities and give notification of intent to excavate in the area of the project, and to contact the Mississippi One-Call utility locator service at 1-800-227-6477 prior to excavation activities. Failure by the Contractor to notify the Owner and said utility companies shall make the Contractor liable under State law for any damages incurred to underground utilities.

   The Contractor assumes all responsibility for any damage to underground utilities.

8. **GUARANTEE**: The Contractor shall guarantee all work done under these Contract Documents for a period of one year from the date of substantial completion. This guarantee shall include the repair, without cost to the Owner, of any defect due to design, materials, and/or workmanship. Performance and payment bonds shall remain in effect during the Warranty Period. Inspection will be held by the owner to ascertain any defects prior to release and final acceptance.

MOBILIZATION

1. **DESCRIPTION:** Mobilization shall consist of moving all labor, equipment, supplies, and incidentals to the project site and removing same after other work under the contract has been completed. It shall also include all mobilization pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items.

2. **MEASUREMENT:** Measurement for payment will be in accordance with the following schedule:

   (1) When five (5) percent of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), fifty (50) percent of the amount bid for mobilization, or five percent of the original contract amount, whichever is less, will be paid.

   (2) When ten (10) percent of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), one hundred percent of the amount bid for mobilization, or ten (10) percent of the original contract amount, which ever is less, will be paid.

   (3) Upon completion of all work, payment of any amount bid for mobilization in excess of ten (10) percent of the original contract amount will be paid.

3. **BASIS OF PAYMENT:** Mobilization will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

MAINTENANCE OF TRAFFIC

1. **DESCRIPTION:** This work shall consist of maintaining local traffic at all times, except as provided herein or in other contract documents. It shall consist of constructing, maintaining in good condition, and removing temporary structures, approach roads, and other facilities required for maintenance of traffic and the furnishing of temporary materials therefore, unless otherwise indicated in the contract.

   This work shall include furnishing, erecting, maintaining in good condition, and removing all required construction signs, barricades, and temporary traffic stripe unless indicated on the plans or in the contract specifications.

   The applicable material requirements set out in the 700 sections of the Standard Specifications and the minimum requirements of the Manual on Uniform Traffic Control Devices (MUTCD) shall apply to all materials used in the maintenance of traffic.

   The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and the residences along the road and the protection of persons and property.

   The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices; shall provide qualified flagmen where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. Roads or parts of the work closed to through traffic shall be protected by effective barricades and obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

   The Contractor shall erect warning signs in advance of all places on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with existing traveled roads. Such warning signs shall be constructed and erected in accordance with the provisions of the contract.

   All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices shall conform with the minimum requirements contained in the MUTCD published by the U.S. Government Printing Office current at the time bids are received.

   On all sections of a project which are coincident with an existing highway, road, or street and are open to traffic, the Contractor shall be fully responsible for the protection, maintenance, and replacement of all signs, route markers, traffic control signals, and other traffic service features existing on the work from the beginning of contract time or beginning of work, whichever occurs earlier, until final completion of work.

Prior to performing work on the project, the Contractor shall make the necessary arrangements to prevent damage or loss of signs or other traffic control devices by providing adequate protection, or by removing those which cannot be left in their existing positions, protecting them from damage, and reinstalling them at locations so that they will provide maximum traffic service. As soon as work, which conflicted with the original position of each device, has been performed, the devices shall be immediately reinstalled at their original positions or modified positions.

The Contractor is solely responsible for all safety devices necessary for ensuring the safety of traffic through the construction zone and for compliance with the MUTCD part VI.

A competent, trained, and experienced Traffic Safety Officer capable of reviewing and maintaining construction zone safety shall be designated by the Contractor prior to the commencement of the project. The Contractor's Traffic Safety Officer's duties shall include the following:

1. Understand the requirements of the MUTCD and contract provisions.

2. Be responsible for assuring compliance of the Contractor's maintenance and protection of traffic relative to the requirements of the contract provisions.

3. Be responsible for maintaining current documentation of deficiencies with respect to the Contractor's maintenance and protection of traffic operations.

4. Be responsible for maintaining documentation on how and when the deficiencies were corrected.

5. Hold Contractor's traffic safety meetings.

6. Be responsible for assuring that all deficiencies are corrected.

7. Be responsible for coordinating maintenance of traffic operations with the Engineer.

8. Be responsible for reviewing Contractor's equipment location storage and operation related to traffic safety and operation as required by the contract provisions.

9. Be responsible for reviewing Contractor's material location storage and handling of materials related to traffic safety and operations.

10. Be responsible for maintaining current documentation of deficiencies and corresponding corrections relative to equipment operation, equipment storage, and material handling and storage pertaining to traffic safety and operations.

The Contractor shall also provide a suitable traffic vehicle, adequately marked and equipped, for the use of the Traffic Safety Officer. The Engineer shall be furnished with the telephone numbers where the Contractor's Traffic Safety Officer and a substitute authorized to act in his absence, may be reached at all times when not on the project.

Within three weeks' time, the Contractor shall provide the Engineer with a copy of each accident report for those accidents occurring within the limits of the project. In the event no accident report is available, the Contractor and the Engineer shall jointly attempt to describe the accident from sources or information that may be available. The Engineer or other appropriate personnel as required will analyze these reports to determine if corrective action is needed.

In the event corrective action is indicated, the contractor shall proceed immediately with the same.

The Contractor shall construct, erect, and maintain in good order all barricades and danger and warning signs specified or ordered. Flagmen shall be stationed at such points as may be deemed necessary. Movable construction signs shall be moved from each section as their use becomes inapplicable.

Such signs and all other signs and devices of a temporary nature shall be in accordance with the plans, and the MUTCD, as applicable

2. **MEASUREMENT:** Progress payment will be made corresponding to the percent of construction completion as shown on the approved monthly estimate and verified by the Engineer. Specific traffic control devices for which there is a pay item listed will be measured and paid for per the unit specified.

3. **BASIS OF PAYMENT:** Maintenance of Traffic will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

CLEARING AND GRUBBING

1. **DESCRIPTION**: Work under this section shall consist of, clearing, grubbing, removing and disposing of all things, including but not limited to, trees, concrete rubble, sidewalks, pipes, junction boxes, manholes, pipe, inlets, curb and gutter of all types, and existing pavements of all types and thickness within the limits of the project construction which require removal in order for the project to be constructed in accordance with the Contract Drawings and Specifications contained herein.

2. **CONSTRUCTION REQUIREMENTS**: All objects, materials and all trees, vegetation, stumps, roots and other protruding or underground objects in the way of construction and not designated to remain shall be cleared and grubbed. The Engineer must be notified prior to commencement of the clearing and grubbing operations. The Engineer may permit sound stumps to remain outside of the construction limits or in the area to be rounded at the top of cut backslopes provided they are cut off flush with or below the surface of the finish ground line. Stump holes and other holes from which obstructions are removed, except, in areas to be excavated, shall be backfilled with suitable material and thoroughly compacted as specified. All operations shall be conducted in such a manner as to prevent injury to anything that is designated to remain on site or damage to adjacent property. All clearing and grubbing must be completed and approved by the Engineer prior to the commencement of grading operations.

3. **REMOVAL AND DISPOSAL**: All materials, including existing pavements of all types and thickness, and debris, in the way of construction and designated to be removed, shall be removed from the construction site. Areas required for disposal shall be acquired by, and shall be the responsibility of the Contractor, unless the disposal area is provided by the Owner. Burning shall not be permitted without prior notification and approval of the City of Tupelo.

   The Contractor shall be responsible for accomplishing this work in full conformance with the requirements of local officials and the Mississippi Department of Environmental Quality (MDEQ).

4. **MEASUREMENT:** Measurement for Clearing & Grubbing will be made corresponding to the percentage of the item completed and approved by the Engineer. Individual items designated for removal for which there is a pay item shall be measured and paid for per the unit specified.

5. **BASIS OF PAYMENT:** Clearing and Grubbing and removal of individual items shall be paid for as specified per each item, which price shall be full compensation for completing the work as specified.

EARTHWORK

1. **DESCRIPTION**: The work covered by this section shall consist of the preparation of the embankment or excavation area, excavating, hauling excavation, spreading, compacting and finish dressing all areas to the alignment, grades and cross sections as shown on the Contract Drawings or established by the Engineer.

   All suitable excavated material shall be placed by the Contractor in full embankment sections along the proposed centerline as shown on the plan profile sheets and constructed in accordance with these specifications. All clearing and grubbing necessary for the completion of this work shall be done in accordance with the clearing and grubbing specification.

2. **GENERAL**: Excavation and embankment construction may begin after the required clearing and grubbing has been completed and approved by the Engineer, and after drainage structures required in advance of grading operations have been completed.

   Embankments will be constructed with suitable materials taken from the excavation areas, or from materials brought onto the site from an approved off-site source. Unsuitable materials or perishable materials such as rubbish, sod, brush, roots, loose stumps, logs, heavy vegetation, etc., shall not be incorporated or buried in any embankment. Any material encountered that is deemed to be unsuitable for use in the work shall be removed and disposed of. The unsuitable material as defined in Section 203.03.7 of the Standard Specifications shall be removed and disposed of, as specified in Section 203.03.7 of the Standard Specifications. The area will then be backfilled with suitable material, and compacted until the requirements, as specified herein, are achieved. Areas specified in the plans to be undercut will be assumed to be unsuitable and are to be disposed of by the Contractor.

   All areas of the site, which will receive embankment material, shall be completely broken up by plowing, scarifying, or disc-harrowing to a minimum depth of six (6) inches. Areas discovered to be soft, and yielding shall be brought to the attention of the Engineer. These areas shall be processed and compacted to a firm and unyielding layer. If adequate compaction cannot be obtained on this material, it shall be removed and replaced with suitable material.

   After an area has been fully and completely prepared to receive embankment material, the embankment shall be constructed of suitable materials placed in successive layers, parallel to the finished grade. Each layer is to be not more than eight (8) inches of loose material, before compaction, for the full width of the cross section. Each layer of excavated material, so placed, shall be satisfactorily spread and compacted so as to construct an embankment which, after full compaction and shrinkage, will conform within reasonable tolerance to the lines, grades and cross sections as shown on the plans or otherwise designated.

   All excavation and embankment construction shall be carried on in such a manner as to insure adequate drainage in case of unexpected rainfall and shall conform to the provisions of the Erosion Control specification.

3. **COMPACTION OF EMBANKMENTS AND SUBGRADES**: Compaction of embankment material shall comply with Section S-203.09.4 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction. This section is copied in its entirety as follows:

   "S-203.09.4—Compaction of Embankments. All embankments material shall be at the moisture content determined to be proper for the particular material being placed so that the resulting work will be both dense and stable.

   It shall be the Contractor's responsibility to maintain the proper moisture content during compaction operations, and the Engineer may require moistening or drying as necessary, without additional compensation to the Contractor.

   The material shall be compacted until the required density, determined in accordance with S-700.03 and S-700.04 has been attained and the embankment is stable.

   The specified value (SV) for density of basement soils is ninety-four (94) percent, and the specified value (SV) for density of design soils is ninety-six (96) percent.

   The unit of deviation (UD) will be one percentage point.

   If the contract does not include a layer of material above the subgrade, or if the top portion of the design soil is to be chemically or mechanically stabilized under the contract, the (SV) for density of the top six inches of the design soil is ninety-four (94) percent.

   The Contractor shall make allowances for shrinkage and compaction in the construction of embankment."

4. **TOLERANCES**: The allowable vertical tolerances for earthwork will be plus or minus one-tenth foot in elevation and plus or minus five-tenths foot horizontally.

5. **METHOD OF MEASUREMENT:** **Unclassified** and Borrow Excavation will be measured by the cubic yard final measure (FM) and final measure embankment (FME) in accordance with Subsection 109.01 of the Standard Specifications. Select Borrow shall be computed for payment per cubic yard as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer. Undercut areas shall be computed for payment per cubic yard (CY) as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer.

6. **BASIS OF PAYMENT:** Excavation and embankment, when completed and approved, will be paid for at the contract unit price per cubic yard, which shall be full compensation for completing the work as specified regardless of the material encountered. Payment for undercut areas will be made under Unclassified Excavation for the removal of existing materials and under Borrow Excavation for the replacement materials.

SELECT BORROW MATERIAL

1. **DESCRIPTION:** Select Borrow Material shall be composed of a natural or manufactured mixture of soil binder and granular material. The soil binder shall be clay or silt or other materials, or combinations thereof having satisfactory cementing qualities. The mixture shall be homogenous in character and reasonably free of clay balls, vegetative material, or other deleterious substances that cannot be classified as serviceable and shall be such that when properly compacted will form a dense mass.

   The gradation of the select borrow material shall be as follows:

Sieve Size	Percentage Passing
No. 10	100
No. 40	20-100
No. 60	15-85
No. 200	6-40

   The material passing the No. 40 Sieve shall have a maximum plasticity index of 10 and a maximum liquid limit of 30.

2. **TESTING:** All sampling and testing shall be made in accordance with applicable standard methods of AASHTO in effect on the date of advertisement for bids.

3. **APPROVAL OF SOURCE:** Approval of sources for materials must be obtained prior to placement of materials on the project. Samples may be required.

4. **BASIS OF PAYMENT:** Select Borrow is a reference specification. Payment for Select Borrow shall be made as specified under each item's specification.

GRANULAR MATERIAL (CRUSHED STONE)

1. **DESCRIPTION:** This work shall consist of furnishing and constructing a Granular Material Crushed Stone base on a prepared foundation in reasonably close conformity with the lines, grades, and cross sections shown on the plans or established by the Engineer.

2. **MATERIALS:** The Granular Material Crushed Stone shall consist of hard, durable particles free from adherent coatings, soft or disintegrated pieces, vegetation, or other deleterious matter. The gradation of the Granular Material Crushed Stone shall be as follows:

Sieve Size	Percentage Passing
1”	100
3/8”	50-85
No. 4	35-65
No. 10	25-50
No. 40	15-30
No. 200	5-15

3. **CONSTRUCTION:** Construction operation requirements of the Granular Material Crushed Stone base shall be in accordance with Section S-304 of the Standard Specifications.

   The density of the completed Granular Material Crushed Stone base shall be equal to or exceed 99% of the Standard Proctor Density.

4. **METHOD OF MEASUREMENT:** Granular Material Crushed Stone shall be computed for payment per cubic yard (CY) as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer.

5. **BASIS OF PAYMENT:** Accepted quantities of granular material shall be paid for at the contract bid price per cubic yard (CY), which shall be full compensation for completing the work specified. No separate payment will be made for water necessary for the processing of the granular material.

CRANULAR MATERIAL (AGGREGATE-TOPSOIL COURSE)

1. **DESCRIPTION:** This work shall consist of furnishing and placing an aggregate, topsoil, and seed mixture on a prepared shoulder or other surface, in reasonably close conformity with the lines, grades, and cross sections shown on the plans or established by the Engineer.

2. **MATERIALS:** Materials used under this item shall conform to the following sections of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14:

Aggregate for aggregate-topsoil course	703.13
Seed	713.04
Topsoil	713.01
Water	725.01(c)

3. **CONSTRUCTION:** Complete the adjoining pavement before placing an aggregate-topsoil course on the shoulder. Scarify the area where the mixture is to be placed to a depth of 3 inches. Reduce clods and sod to a maximum size of 4 inches.

   Furnish a mixture of 50±10 percent aggregate and 50±10 percent topsoil by volume with sufficient water for compaction.

   Mix the components into a uniform mixture. Spread the mixture on the prepared surface in a uniform layer. Shape the mixture to the line, grade, and cross-section. Remove clods and stones greater than 2 inches (50 millimeters) in diameter. Before compaction, dry seed the mixture surface at a rate of 75 pounds per acre (85 kilograms per hectare) according to Section 625.

   Uniformly compact the mixture to ensure it does not exhibit heaving, pumping, rutting, or shearing. After compaction, dry seed the surface again at a rate of 75 pounds per acre.

4. **ACCEPTANCE:** Per the following sections of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14:

   Aggregate for aggregate-topsoil will be evaluated under Subsections 106.02 and 106.03.

   Seed and topsoil will be evaluated under Subsections 106.02 and 106.03.

   Construction of aggregate-topsoil course will be evaluated under Subsection 106.02.

5. **METHOD OF MEASUREMENT:** **Granular** Material Aggregate-Topsoil Course shall be computed for payment per cubic yard (CY) (no shrinkage allowed) as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer.

6. **BASIS OF PAYMENT:** Accepted quantities of Granular Material Aggregate-Topsoil Course shall be paid for at the contract bid price per cubic yard (CY), which shall be full compensation for completing the work as specified.

TEMPORARY EROSION AND SEDIMENT CONTROL

1.0 DESCRIPTION: The work covered by this section includes temporary slope protection, erosion, and sediment control.

1.1 ENVIRONMENTAL REQUIREMENTS: The Contractor shall comply with all rules and regulations governing the elimination and control of pollutants in stormwater discharges associated with construction activities as regulated by the Environmental Protection Agency and set forth in the National Pollutant Discharge Elimination System (NPDES) permit requirements.

The Contractor is advised that he or his company, as the case may be, is responsible for compliance with all applicable State and Federal laws. If required, the Contactor shall submit a C.N.O.I to the Mississippi Department of Environmental Quality and shall prepare a Storm Water Pollution Prevention Plan (SWPPP).The Contractor agrees to maintain inspection records, file required maintenance inspection report submittals, perform any required repairs, maintenance or additions to the erosion controls and requests that any previous contractor be released from the terms of the SWPPP. Any additional required phasing plans shall be submitted to the State by the Contractor prior to the start of construction.

The Contractor shall obtain a Notice of Coverage from the State prior to beginning any construction activities if required.

1.2 REPORTING AND RECORD KEEPING REQUIREMENTS: The Contractor shall maintain records of checks and repairs on site. Erosion control procedures shall provide that all erosion controls are inspected at least once every seven calendar days or as required by State regulations. Records shall be maintained on site and submitted to the State as required.

The Contractor shall also maintain records of the following:

1) The dates when major grading activities occur.
2) The dates when construction activities, temporary or permanent, cease on a portion of the site.
3) The dates when stabilization measures are initiated.

2.0 MATERIALS

A. Mulches: Oat or wheat straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of harmful weeds or materials.

B. Silt Barriers: Riprap berms or Hay or wheat straw bales free of harmful weeds.

C. Synthetic Filter Fabric: Pervious sheet of woven propylene, nylon, polyester, ethylene yarn, 700x minimum, certified by manufacturer or supplier to be in compliance with applicable federal, state and local regulations.

D. Wire Fence Reinforcing for Silt Fence: Minimum 24" height, 6" x 6" by 14 gauge.

E. Posts for Silt Fences: 1-1/2" x 1-1/2" wood or 1.33 pounds per linear foot steel with minimum length of 48". Steel posts shall have projections for fastening wire.

F. Stakes for Silt Barriers: 1" x 2" wood or equivalent metal by 36" long.

3.0 SLOPE PROTECTION AND EROSION CONTROL

A. Do not burn-off ground cover.

B. Before existing soils are disturbed, provide erosion and sediment control.

C. Protect slopes immediately after completing rough grading. Coordinate erosion and sediment control with earthwork so as to minimize duration of exposure of unprotected soils.

D. Temporary Protection of Erodible Soils: Use methods necessary to prevent erosion and to control sediment, including any or all of methods listed below.

E. Mechanical Retardation & Runoff Control: Mechanically retard and control rate of runoff from construction site. Use temporary diversion ditches and berms to retard and divert runoff to protected drainage courses.

F. Sediment Basins: When required, sediment basins shall be designed, constructed and maintained in accordance with best management practice standards found in the USDA Planning and Design Manual for the control of erosion, sediment and stormwater.

G. Borrow is not allowed in areas where suitable environmental controls are not possible.

H. Vegetation & Mulch: Provide temporary protection on slopes when rough grading is completed or when enough soil is exposed to require protection to prevent erosion. Protect soil by accelerated growth of permanent vegetation, temporary vegetation, mulching or netting. For slopes too steep for stabilization by other means, stabilize by hydroseeding, mulching anchored in place, covering with anchored netting, sodding, or combination of these and other necessary methods for effective erosion control.

I. Silt Barriers: Place rows of barriers, or install silt fencing securely anchored, or both to prevent soil erosion.

3.1 MAINTENANCE:

A. Check and repair, as necessary, all control measures weekly during dry periods and within 24 hours after rainfall of 0.5" or greater. During prolonged rainfall, check daily and repair damage.

B. Maintain records of checks and repairs.

A. Maintain erosion and sediment control features until Final Completion.

3.2 CLEANING:

A. When the Work is complete, immediately remove materials used to aid erosion and sediment control.

PERMANENT EROSION CONTROL

1. **DESCRIPTION:** Work under this section shall consist of the **establishment of permanent live vegetation or furnishing and placing of solid sod on all areas disturbed by construction**, and the protection of downstream and adjacent property from siltation and sediment build up caused by grading operations and construction under this Contract.

   The rates listed in the vegetation schedule are minimum application rates. It shall be the Contractors responsibility to apply additional quantities as necessary to obtain sufficient plant growth.

   The major items of work covered are ground preparation, the furnishing and incorporation of fertilizers and agricultural limestone, the furnishing and planting of grass seed, the furnishing and placement of vegetative materials for mulch, and/or the furnishing and placement of solid sod, and the **maintenance and/or watering of this item until the project is accepted by the Owner**.

2. **TEMPORARY EROSION AND SEDIMENT CONTROL:** Temporary erosion control measures shall be furnished, installed, maintained, and removed if necessary for the purpose of removing suspended soil particles from the water passing through in accordance with the Contract Drawings and the Temporary Erosion and Sediment Control specifications contained herein.

   The Contractor shall maintain the erosion checks until sufficient vegetation is established to control erosion. Measures, which are destroyed or deteriorate prior to adequate vegetation coverage, shall be replaced as necessary. Unless otherwise specified, all erosion checks shall be removed or used elsewhere prior to acceptance of the project.

3. **GROUND PREPARATION AND FERTILIZER:** Ground preparation and the furnishing of fertilizer and agricultural limestone shall be accomplished in accordance with Sections 212 & 213 of the Standard Specifications. This item of work shall be accomplished on all areas, which have been disturbed and which will require seeding, solid sodding, or sprigging. Ground preparation will not be measured for separate payment. Such construction shall be considered a necessary part of the work in completing the various planting and seeding items and is a responsibility to be assumed by the Contractor in accordance with such respective pay items.

4. **SEEDING:** Seeding shall be accomplished on all designated areas which do not have adequate vegetation to prevent erosion or which have been disturbed during construction of the herein described work. Seeding shall be accomplished in accordance with Section 214 of the Standard Specifications. Seeding mixtures and rates of application shall be as shown in the vegetation schedule, or as directed by the Engineer. It shall be the responsibility of Contractor to maintain the seeds and establish a full coverage of live growth.

5. **MULCHING:** Vegetative material for mulch shall be applied on all areas required to stabilize seeding during the maintenance and growing period. This item shall be accomplished in accordance with Section 215 of the Standard Specifications.

6. **SOLID SOD:** Sod shall be supplied from an approved source capable of providing well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Sod shall be uniform in color, texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material: viable and capable of growth and development when planted. Approved Solid Sod shall be delivered to the site and placed as shown or directed to provide complete coverage of areas disturbed during Construction

   The sod shall be cut transported and placed within 24 hours and shall be protected from sun, wind and dehydration prior to installation. Sod showing signs of deterioration or distress will not be allowed for use. Voids remaining between the sections of sod shall be filled to insure a smooth surface after completion of the solid sodding process.

   Areas to receive sod shall be graded to a smooth, free draining surface with a loose, uniformly fine texture. Where necessary, sod shall be staked (using approved methods) in drainage swales or on slopes greater than 3:1. Sod shall be laid to form a solid mass with tightly fitted joints. Joints in successive rows of sod shall be staggered. After placement, sod shall be rolled with proper equipment to provide a smooth surface free of irregularities and voids. Sod placed adjacent to existing lawn areas shall be recessed to provide a level and flush condition between new and existing lawn areas.

   Sod areas shall be maintained, including water, spot weeding, mowing, application of herbicides, fungicides, insecticides, and resodding until a full uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved.

   The type of solid sod used shall match that of existing sod located adjacent to the project work, unless otherwise directed.

   Fertilizers or agriculture limestone will not be required for solid sod, but may be applied at the discretion of the Contractor to insure satisfactory plant establishment and growth.

7. **TOPSOILING:** Topsoiling shall be accomplished in accordance with Sections 211 of the Standard Specifications.

BITUMINOUS PAVEMENTS

1. **DESCRIPTION**: The work under this section shall consist of the preparing of one or more courses of bituminous pavement on a prepared foundation in accordance with the Standard Specifications and in reasonably close conformance with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

   All materials, construction and all additional requirements necessary for the satisfactory completion of the work shall conform to the requirements of Section 301, 401, 403, and all referenced sections of the Standard Specifications.

2. **MEASUREMENT:** Hot Bituminous Pavements complete in place and accepted will be measured by the ton.

3. **BASIS OF PAYMENT:** Payment will be made under:

   Hot Mix Asphalt, MT (19 mm) – per Ton
   Hot Mix Asphalt, MT (12.5 mm) – per Ton
   Hot Mix Asphalt, MT (9.5mm) – per Ton

STORM DRAINAGE

1. **DESCRIPTION**: This Section of the work shall consist of furnishing and laying all pipe and flared end sections to be used as storm drains to the lines and grades as shown on the Contract Drawings and specified herein.

2. **MATERIALS:** All storm drain materials shall be as indicated on the Construction Plans or approved by the Engineer.

   2.1 Reinforced Concrete Pipe – All reinforced concrete pipe of twelve (12) inch diameter (or equivalent arch) and larger shall be Class III, standard strength, conforming to Section S-708.02.2 of the Standard Specifications.

   2.2 Reinforced Concrete Flared-End Section: - All reinforced concrete flared –end sections shall conform to Section S-708.04 of the Standard Specifications.

   2.3 High Performance Polypropylene Pipe- All high performance polypropylene pipe covered by these specifications shall be Advanced Drainage Systems HP –Storm Dual Wall or approved equal.

   2.4 High Density Polyethylene Pipe – All high density polyethylene pipe covered by these specifications shall be Advanced Drainage Systems N-12 Dual Wall or approved equal.

3. **PIPE INSTALLATION**:

   3.1 Excavation - Trenches shall be excavated in whatever material encountered, to the line and grade as shown on the Contract Drawings or as staked by the Engineer in the field. The width shall be sufficient to properly join the pipe and provide thorough compaction of the bedding and backfill material under and around the pipe.

   The bottom of the completed trench shall be firm for its full length and width and shall be carefully graded, formed, and aligned before the pipe is laid. The bottom of the trench shall be rounded under each joint of the pipe to confirm to the shape of the pipe, and the bell holes shall be cut so as to allow the body of the pipe uniform contact and support throughout its entire length.
   In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavation, 29 CFR, part 1926, Subpart P". This document and subsequent updates were issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The Contractor is solely responsible for designing and constructing stable, temporary excavations and the shoring , sloping, or benching of the sides of the excavations as necessary to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

3.2 Sheeting, Bracing and Shoring - The Contractor shall be responsible for all bracing, sheeting, and shoring, necessary to perform and protect all excavations as required for safety. Materials used for this purpose shall be carefully withdrawn during backfill operations in such a manner as not to damage the pipe or move it from its correct line and grade.

3.3 Dewatering - The Contractor shall perform all pumping and well pointing necessary to maintain the excavation in a dry state until the backfill operation is complete.

3.4 Bedding - Bedding for all concrete pipe shall be a minimum of Class C conforming to the requirements of section S-603.04 of the Standard Specifications. For High Density Polyethylene Pipe, the bedding shall conform to the requirements of ASTM D-2321.

3.5 Pipe Laying - The bottom of the trench shall be shaped as to give substantially uniform circumferential support to the lower fourth of each pipe. Pipe laying shall proceed upgrade with the spigot ends of bell-and spigot pipe pointing in the direction of the flow. Each pipe shall be laid true to line and grade in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous material of every description. Where cleaning after laying is difficult because of small pipe diameter, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. 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.

3.6 Jointing - Reinforced concrete pipe joints shall be sealed with bituminous plastic cement supplied by the pipe manufacturer. Joining ends shall be wiped clean and dry and the bituminous plastic compound shall be applied cold to the entire surface of tongues and grooves or the entire surface of bells and spigots. Sections of concrete pipe shall be forced together with excess compound extruding both inside and outside the pipe. Excess compound shall be removed from interior surfaces, and the exterior shall be furnished reasonably flush.
High Density Polyethylene pipe joints shall be assembled according to the manufacturer's recommendations. Fittings shall not reduce the inside diameter of the tubing being joined by more than 5% of the nominal inside diameter. Reducer fittings shall not reduce the cross-sectional area of the smaller size pipe.

4. **BACKFILLING**: When the pipe has been laid and jointed as specified herein, the pipe, shall immediately be bedded in the trench and made secure against movement by backfilling the trench to ½ diameter of the pipe with approved backfill material. Special care shall be taken to compact backfill under the haunches of the pipe. From the half point of the pipe to one (1) foot above the top of the pipe, approved backfill material shall be placed in loose lifts not to exceed six (6) inches and compacted with hand tamps; special care shall be taken not to damage or displace the pipe joints. From one (1) foot above the top of the pipe to finish grade, approved backfill material shall be used by placing in lifts not to exceed eight (8) inches, spreading uniformly, and compacting to a firm unyielding layer. If material taken from the trench is not acceptable for use as backfill material, acceptable material shall be hauled, placed and compacted by the Contractor. Contractor furnished material shall conform to the Select Borrow material specification. Backfill under areas to be paved shall be select borrow material compacted to at least 95% of standard proctor density. This operation shall be continued until the backfill is mounded slightly above the top of the trench, or to the subgrade elevation. No separate payment will be made for the completion of this work, but will be considered incidental to backfilling of the pipe segments. The contractor shall repair, restore with new work, or make good without extra compensation all damages done to the structure as a result of the backfilling operations.

5. **MEASUREMENT:** Pipe shall be measured per actual linear foot (LF) of pipe used for storm drain applications (pipe joint nominal length multiplied by number of joints, minus cutoffs).

   Excavation, bedding, or backfill material required for the installation of storm drain pipes, drainage structures, flared-end sections and appurtenances will not be measured for separate payment, but is considered incidental to the completion of the work.

6. **BASIS OF PAYMENT:** Payment will be made for each type of storm drain pipe specified per linear foot (LF).

   There will be no separate payment for excavation, bedding, or backfill material required for the installation of pipes, flared-end sections, or drainage structures. The cost of these items shall be included in the contract price for storm drainage items.

MINOR STRUCTURE CONCRETE

1. **DESCRIPTION:** The work under this section shall consist of the construction of reinforced concrete storm inlets, pipe collars, paved flumes, junction boxes, and other concrete minor structures including inlet grates.

2. **MATERIALS:** Materials under this section shall conform to the following specifications:

   2.1 Concrete - All concrete used for construction of concrete minor structures shall be Class "B" Concrete as specified in Section 804 of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction. A mix design for Class "B" concrete shall be submitted to the Engineer for approval prior to commencement of concrete construction.

   2.2 Reinforcing Steel - All reinforcing steel used in construction under this section shall conform to Section 602 and Sections 711 and 805.02 of the Standard Specifications.

   2.3 Grey Iron Casting - Grates and manholes for surface and storm inlets shall be grey iron castings, Neenah or approved equal.

   2.4 Precast Concrete Inlets - Precast concrete inlets meeting the above specifications may be used in place of poured-in-place concrete inlets.

3. **CONSTRUCTION:** Construction of all minor structures shall be in accordance with the locations, dimensions and details as shown in the Construction Plans or as directed. All construction shall be in full accordance with specified sections as set forth above under materials specifications.

4. **MEASUREMENT:** Minor Structure Concrete is a reference specification only. Individual concrete structures will be paid for per each as shown on the bid schedule.

PLASTIC TRAFFIC MARKINGS

1. **DESCRIPTION:** This work consists of furnishing materials and placing thermoplastic and/or cold plastic traffic markings in conformity with these specifications and the details shown on the plans or established.

2. **SPECIFICATIONS:** This work shall conform to Section 626 and Section 628 respectively and all referenced sections of the "Mississippi Standard Specifications for Road and Bridge Construction".

3. **BASIS OF PAYMENT:** Thermoplastic and/or cold plastic traffic markings will be paid for at the contract unit price per mile, linear foot, or square foot, as applicable, which shall be full compensation for completing the work as specified.

REFLECTORIZED SIGNS

1. **DESCRIPTION:** This work shall consist of furnishing and installing reflectorized traffic signs and markers and reflectorized warning signs together with all necessary accessories and posts in reasonably close conformity with the requirements shown on the plans and set out in these specifications. Existing traffic signs to be relocated shall be reinstalled with new sign posts.

2. **SPECIFICATIONS:** This work shall be in accordance with Section 630 of the Standard Specification.

RECORD DRAWINGS

1. **DESCRIPTION:** The Contractor shall be responsible for maintaining one (1) set of record or "as-built" drawings documenting any changes or additions to the plans and specifications, as well as the locations of all utility service connections. These record drawings shall be returned to the Engineer as part of the project closeout procedures.

   No separate payment will be made for Record Drawings.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (2026-039PW)

Proposal of ECON Construction, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Corporation .*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

N/A

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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	$24,000.00 Twenty Four Thousand Dollars	$ 24,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	$41.00 Forty One Dollars	$328.00
3.	Removal of Fence	50 L.F.	$11.11 Eleven Dollars Eleven Cents	$ 555.50
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	$8.12 Eight Dollars Twelve Cents	$26,390.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	$27.32 Twenty Seven Dollars Thirty Two Cents	$ 27,320.00
6.	Watering	5 K Gal.	$116.00 One Hundred Sixteen Dollars	$ 580.00
7.	Mowing	1 Acre	$961.00 Nine Hundred Sixty One Dollars	$ 961.00
8.	Grassing	1 Acre	$1,683.00 One Thousand Six Hundred Eighty Three Dollars	$ 1,683.00
9.	Agricultural Limestone	3 Ton	$600.00 Six Hundred Dollars	$ 1,800.00

10.	Mulch, Vegetative Mulch	3 Ton	$720.00 Seven Hundred Twenty Dollars	$2,160.00
11.	Temporary Grassing	1 Acre	$3,225.00 Three Thousand Two Hundred Twenty Five Dollars	$3,225.00
12.	Temporary Silt Fence	1,250 L.F.	$3.52 Three Dollars Fifty Two Cents	$4,400.00
13.	Wattles, 20"	120 L.F.	$8.72 Eight Dollars Seventy Two Cents	$ 1,046.40
14.	Rip Rap for Erosion Control	20 Ton	$103.65 One Hundred Three Dollars Sixty Five Cents	$2,073.00
15.	Select Borrow (PM)	3,350 C.Y.	$18.94 Eighteen Dollars Ninety Four Cents	$63,449.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	$65.62 Sixty Five Dollars Sixty Two Cents	$16,405.00
17.	Granular Material (Crushed Stone)	555 C.Y.	$85.60 Eighty Five Dollars Sixty Cents	$47,508.00
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	$228.20 Two Hundred Twenty Eight Dollars Twenty Cents	$ 48,150.20
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	$223.70 Two Hundred Twenty Three Dollars Seventy Cents	$ 47,200.70
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	$258.55 Two Hundred Fifty Eight Dollars Fifty Five Cents	$ 40,850.90
21.	15" HDPE Pipe	100 L.F.	$50.10 Fifty Dollars Ten Cents	$ 5,010.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	$2,521.00 Two Thousand Five Hundred Twenty One Dollars	$10,084.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	$72.00 Seventy Two Dollars	$ 4,608.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	$3,600.00 Three Thousand Six Hundred Dollars	$ 7,200.00
25.	Maintenance of Traffic	1 L.S.	$7,400.00 Seven Thousand Four Hundred Dollars	$ 7,400.00
26.	Additional Construction Signs	1 S.F.	$11.63 Eleven Dollars Sixty Three Cents	$ 11.63
27.	Standard Roadside Construction Signs	8 Each	$163.00 One Hundred Sixty Three Dollars	$ 1,304.00
28.	Mobilization	1 L.S.	$35,600.00 Thirty Five Thousand Six Hundred Dollars	$ 35,600.00
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	$3.20 Three Dollars Twenty Cents	$ 2,720.00
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	$5.90 Five Dollars Ninety Cents	$ 5,605.00
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	$3.20 Three Dollars Twenty Cents	$ 1,168.00
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	$17.71 Seventeen Dollars Seventy One Cents	$ 2,311.15
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	$17.71 Seventeen Dollars Seventy One Cents	$ 655.27
34.	Barricades, Type III, Single Faced	24 L.F.	$24.50 Twenty Four Dollars Fifty Cents	$ 588.00
35.	Standard Roadside Signs	9 Each	$436.30 Four Hundred Thirty Six Dollars Thirty Cents	$ 3,926.70
36.	Roadway Construction Stakes	1 L.S.	$5,236.00 Five Thousand Two Hundred Thirty Six Dollars	$ 5,236.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) $ 503,513.45

$ Five Hundred and Three Thousand Five Hundred Thirteen Dollars Forty Five Cents
(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company ECON Construction, Inc

Signature

Title Michael Everett, President

Address P.O. Box 58

Starkville, MS 39760

Attest:

SEAL (if Bid is by a Corporation)



CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, ECON Construction, Inc.,
as Principal, and Great Midwest Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of 5% of amount of bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 25th day of September, 20 26.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____ (L.S.) ECON Construction, Inc.
(Principal)

Great Midwest Insurance Company
(Surety)

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.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Cecil R. Vaughan, III, John D. Brock, Mark R. Brock, Owen D. King, Hollie Hulgan, Cade W. Odom, Sheena Torbert

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of September 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (2026-039PW)

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	Twenty Six Thousand dollars and no cents 26,000.00	$ 26,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	one hundred dollars and no cents 100.00	$ 800.00
3.	Removal of Fence	50 L.F.	Ten dollars and No cents 10.00	$ 500.00
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	eleven dollars and no cents 11.00	$ 35,750.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	Twenty four dollars and Seventy Cents 24.70	$ 24,700.00
6.	Watering	5 K Gal.	one hundred dollars and no cents 100.00	$ 500.00
7.	Mowing	1 Acre	one hundred fifty dollars and no cents 150.00	$ 150.00
8.	Grassing	1 Acre	Two Thousand five hundred dollars and no Cents 2,500.00	$ 2,500.00
9.	Agricultural Limestone	3 Ton	five hundred dollars and No cents 500.00	$ 1,500.00

10.	Mulch, Vegetative Mulch	3 Ton	Five hundred dollars and no cents 500.00	$ 1,500.00
11.	Temporary Grassing	1 Acre	five Thousand dollars and no cents 5,000.00	$ 5,000.00
12.	Temporary Silt Fence	1,250 L.F.	four dollars and no cents 4.00	$ 5,000.00
13.	Wattles, 20"	120 L.F.	eight dollars and no cents 8.00	$ 960.00
14.	Rip Rap for Erosion Control	20 Ton	Seventy five dollars and no cents 75.00	$ 1,500.00
15.	Select Borrow (PM)	3,350 C.Y.	Twenty four dollars and Seventy cents 24.70	$ 82,745.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	forty one dollars and no cents 41.00	$ 10,250.00
17.	Granular Material (Crushed Stone)	555 C.Y.	ninty dollars and no cents 90.00	$ 49,950.00
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	Two hundred dollars and no cents 200.00	$ 42,200.00
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	Two hundred dollars and no cents 200.00	$ 42,200.00
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	Two hundred Twenty dollars and no cents 220.00	$ 34,760.00
21.	15" HDPE Pipe	100 L.F.	eighty four dollars and no cents 84.00	$ 8,400.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	four Thousand dollars and no cents 4,000.00	$ 16,000.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	one hundred forty one dollars and no cents 141.00	$ 9,024.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	four Thousand five hundred dollars and no cents 4,500.00	$ 9,000.00
25.	Maintenance of Traffic	1 L.S.	five Thousand dollars and no cents 5,000.00	$ 5,000.00
26.	Additional Construction Signs	1 S.F.	Twelve dollars and no cents 12.00	$ 12.00
27.	Standard Roadside Construction Signs	8 Each	one hundred ninety dollars and no cents 190.00	$ 1,520.00
28.	Mobilization	1 L.S.	Twenty Thousand dollars and no cents 20,000.00	$ 20,000.00
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	Seven dollars and Ten cents 7.10	$ 6,035.00
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	Seven dollars and Ten cents 7.10	$ 6,745.00
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	eleven dollars and Seventy five cents 11.75	$ 4,288.75
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	Seventeen dollars and Sixty five cents 17.65	$ 2,303.33
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	eleven dollars and Seventy five cents 11.75	$ 434.75
34.	Barricades, Type III, Single Faced	24 L.F.	Thirty five dollars and Thirty cents 35.30	$ 847.20
35.	Standard Roadside Signs	9 Each	hyndred ninety five dollars dollars and no cents 590.00 bH	$ 5,310.00
36.	Roadway Construction Stakes	1 L.S.	five Thous and dollars and no cents 5,000.00	$ 5,000.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) $ 518,385.03

$ five hundred eighteen Thousand Threehundred eighty five dollars and Three Cents
(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc. Attest:

SEAL (if Bid is by a Corporation)

Signature

Title President

Address P.O. Box 7530

Columbus, MS 39705

Cook and Son, LLC

60150 Seminole Road

Smithville, MS 38870

(662) 640-5059

EIN:81-1489492

City of Tupelo

City Hall

71 East Troy Street

Tupelo, MS 38801

Bid For: Chickasaw Heritage Center Natchez Trace Intersection

Project Number: 2026-039PW

Bid Date: September 29, 2026; 10:00 am

Certificate of Responsibility Number 22593-MC

ESI PROJECT NO.:
T16-305D

DATE:
August 2026

CONTRACT DOCUMENTS

AND

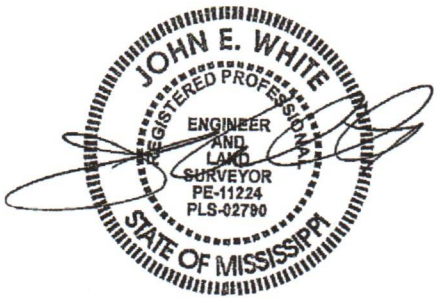
SPECIFICATIONS

FOR

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION

FOR THE

CITY OF TUPELO, MISSISSIPPI
(BID # 2026-039PW)



ESI
ENGINEERING SOLUTIONS INC

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION

FOR THE

CITY OF TUPELO, MISSISSIPPI

MUNICIPAL OFFICIALS

MAYOR:
TODD JORDAN

CHIEF OPERATIONS OFFICER:
DON LEWIS

CITY ENGINEER:
DENNIS BONDS

CITY COUNCIL:
CHAD MIMS
LYNN BRYAN
TRAVIS BEARD
NETTIE DAVIS
BENTLEY NOLAN
JANET GASTON
ROSIE JONES

CITY ATTORNEY:
BEN LOGAN

CHIEF FINANCIAL OFFICER:
KIM HANNA

CONTRACT DOCUMENTS AND ASSEMBLY OF SPECIFICATIONS
CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

Contract Documents and Assembly of Specifications
Advertisement for Bids
Mandatory Provisions for all City of Tupelo Projects
Information for Bidders
Bid Proposal
Bid Bond
Payment Bond
Performance Bond
Agreement
Certificate of Owner's Attorney
General Conditions
Special Conditions
Notice of Award
Notice to Proceed
Change Order

TECHNICAL SPECIFICATIONS

Scope of Work
Mobilization
Maintenance of Traffic
Clearing and Grubbing
Earthwork
Select Borrow Material
Granular Material (Crushed Stone)
Granular Material (Aggregate-Topsoil Course)
Temporary Erosion and Sediment Control
Permanent Erosion Control
Bituminous Pavements
Storm Drainage
Minor Structure Concrete
Plastic Traffic Markings
Reflectorized Signs
Record Drawings

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI
ADVERTISEMENT FOR BIDS
BID # 2026-039PW

Sealed or electronic bids for the construction of CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION will be received by the City of Tupelo, Mississippi at City Hall, 71 East Troy St., 1st Floor Purchasing Office, Attn: Kim Hanna, until 10:00 a.m., on September 29, 2026, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2nd floor. Electronic bids will be received until the date and time via electronic online submission through www.tupelomsbids.com.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at www.tupelomsbids.com. Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo Public Works, located at 604 Crossover Road Tupelo, MS, or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

This work consists of the construction of an access drive intersection for the Chickasaw Heritage Center onto the Natchez Trace Parkway in Tupelo, MS. The work will include but is not limited to earthwork, storm drainage, base construction, paving, and striping. Defined quantities to be bid are specified in the Contract Documents.

Each bid submitted must be marked on the outside "Bid for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION – # 2026-039PW". Any bid in excess of $50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed $50,000.

A satisfactory Bid Bond executed by the Bidder and an accepted Surety, a certified check, or bank draft payable to the City of Tupelo, Mississippi, on negotiable U.S. Government Bonds (at par value), shall be submitted with each bid in an amount equal to five percent (5%) of the total bid.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder'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. When a nonresident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of nonresident contractors.

Minority and Woman Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Tupelo is an Equal Opportunity Employer and hereby notifies all Bidders will be afforded the full opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

Bids may be held up to 90 days from the date of opening for review of bids and qualifications of bidders prior to Contract award. The City of Tupelo, MS, reserves the right to reject any or all bids or to waive any informalities in the bidding.

TODD JORDAN
Kim Hanna, Chief Financial Officer

August 26, 2026 and September 02, 2026

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^{th}) 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	CONTRACTING PARTY
Date:	Date:

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Tupelo, Mississippi, (hereinafter called the "OWNER"), invites Bids on the forms attached hereto. Bids will be received by the OWNER at City Hall, 71 East Troy St., 1st Floor Purchasing Office, Attn: Kim Hanna until the time specified in the ADVERTISEMENT FOR BIDS, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2nd floor. The envelope containing the Bids must be sealed and addressed to: CITY OF TUPELO, MISSISSIPPI, and designated as Bid for: CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION - 2026-039PW along with the additional required information as set forth in the Preparation of Bid section contained herein.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at www.tupelomsbids.com. Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo City Hall (address above) or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Each bid submitted must be marked on the outside "Bid for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION - # 2026-039PW. Any bid in excess of $50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed $50,000. When bidders choose to submit bids electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars ($50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead attached to his bid.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in (in ink or typewritten) and the foregoing certification must be fully completed when submitted. Should the Bidder fail to correctly submit a Unit Price for Each item, his Bid will be classed as irregular. Failure to properly sign Proposals shall disqualify same.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, his Certificate of Responsibility Number, his State License Number, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER as specified herein.

3. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. CONDITIONAL BIDS WILL NOT BE ACCEPTED. Proposals in which the prices obviously are unbalanced may be rejected. The Owner reserves the right to waive any informalities or reject any and all bids.

4. TELEGRAPHIC MODIFICATION

Any Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, providing such telegraphic communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid Price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed Bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

5. METHOD BIDDING

The OWNER invites only one Bid with alternates thereto, if any. Each Bidder must present a complete Proposal for all of the work as only one Contract will be awarded.

6. QUALIFICATIONS OF BIDDER

The OWNER may make such investigation 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 any 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 obligations of the Contract and to complete the work contemplate therein.

7. BID SECURITY

Each Bid must be accompanied by cash, Certified Check of the Bidder, or a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the Bid. Such cash, checks or Bid Bond will be returned to all except the three lowest Bidders after the opening of Bids. The remaining cash, checks or Bid Bonds will be returned after the OWNER and accepted Bidder have executed the Contract. If no award has been made within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, his Bid will be returned by the OWNER so long as the Bidder has not been notified of the acceptance of his Bid.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within (15) days after he has received notice of the acceptance of his Bid, shall forfeit to the OWNER (as liquidated damages for such failure or refusal) the security deposited with his Bid.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written NOTICE TO PROCEED of the OWNER and to fully complete the project within the Contract Time stated in the Agreement and/or Bid Proposal. The Bidder must also agree to pay (as liquidated damages) the sum stated in the Bid Proposal for each working day thereafter as hereinafter provided in the General Conditions.

10. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor thereon by conducting site visits and becoming thoroughly familiar with the Contract Documents. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretations should be in writing, addressed to:

ENGINEERING SOLUTIONS, INC., 1324 N. VETERANS BLVD. TUPELO, MS 38804

and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed, to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and furnishing materials in compliance with this Contract as specified in the General Conditions included herein. The surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the OWNER.

13. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

14. LAWS AND REGULATIONS

The Bidder'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 written out in full.

15. METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest Base Bid or lowest Base Bid plus any combination of alternates (at the owners discretion) submitted by a responsible Bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract; the Contract will be awarded to the lowest qualified Bidder. If such Bid exceeds such amount, the OWNER may reject all Bids.

16. OBLIGATION OF BIDDER

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. 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 Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

17. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall

A. Comply with the safety standards provisions of applicable laws, building and construction codes.

B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.

C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

18. SCOPE OF WORK

The Bidder agrees to perform all the work described in the Contract Documents and to construct the work, complete in place and ready to use.

19. PRECEDENCE OF DOCUMENTS

The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy in the following order: Addenda, General Specifications, Technical (Item) Specifications, Construction Plans, Information for Bidders, Special Conditions and General Conditions

20. FUEL ADJUSTMENTS

There will be no fuel adjustments for this project.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (2026-039PW)

Proposal of Cook and Son, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Cook and Son, LLC*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

none

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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	20,000 twenty thousand dollars and zero cents	$ 20,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	10.00 ten dollars and zero cents	$ 80.00
3.	Removal of Fence	50 L.F.	10.00 ten dollars and zero cents	$ 500.00
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	10.00 ten dollars and zero cents	$ 32,500.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	21.00 twenty one dollars and zero cents	$ 21,000.00
6.	Watering	5 K Gal.	20.00 twenty dollars and zero cents	$ 100.00
7.	Mowing	1 Acre	500.00 five hundred dollars and zero cents	$ 500.00
8.	Grassing	1 Acre	3500.00 thirty five hundred dollars and zero cents	$ 3,500.00
9.	Agricultural Limestone	3 Ton	250.00 two hundred fifty dollars and zero cents	$ 750.00

10.	Mulch, Vegetative Mulch	3 Ton	250.00 two hundred fifty dollars and zero cents	$ 750.00
11.	Temporary Grassing	1 Acre	2500.00 two thousand five hundred dollars and zero cents	$ 2,500.00
12.	Temporary Silt Fence	1,250 L.F.	4.00 four dollars and zero cents	$ 5,000.00
13.	Wattles, 20"	120 L.F.	7.00 seven dollars and zero cents	$ 840.00
14.	Rip Rap for Erosion Control	20 Ton	125.00 one hundred twenty five dollars and zero cents	$ 2,500.00
15.	Select Borrow (PM)	3,350 C.Y.	21.00 twenty one dollars and zero cents	$ 70,350.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	170.00 one hundred seventy dollars and zero cents	$ 42,500.00
17.	Granular Material (Crushed Stone)	555 C.Y.	80.00 eighty dollars and zero cents	$ 44,400.00
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	227.00 two hundred twenty seven dollars and zero cents	$ 47,897.00
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	218.00 two hundred eighteen dollars and zero cents	$ 45,998.00
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	268.00 two hundred sixty eight dollars and zero cents	$ 42,344.00
21.	15" HDPE Pipe	100 L.F.	50.00 fifty dollars and zero cents	$ 5,000.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	8,000.00 eight thousand dollars and zero cents	$ 32,000.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	80.00 eighty dollars and zero cents	$ 5,120.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	8,000.00 eight thousand dollars and zero cents	$ 16,000.00
25.	Maintenance of Traffic	1 L.S.	10,000.00 ten thousand dollars and zero cents	$ 10,000.00
26.	Additional Construction Signs	1 S.F.	10.00 ten dollars and zero cents	$ 10.00
27.	Standard Roadside Construction Signs	8 Each	160.00 one hundred sixty dollars and zero cents	$ 1,280.00
28.	Mobilization	1 L.S.	58,062.47 fifty eight thousand sixty two dollars and forty seven cents	$ 58,062.47
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	6.00 six dollars and zero cents	$ 5,100.00
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	6.00 six dollars and zero cents	$ 5,700.00
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	10.00 ten dollars and zero cents	$ 3,650.00
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	15.00 fifteen dollars and zero cents	$ 1,957.50
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	10.00 ten dollars and zero cents	$ 370.00
34.	Barricades, Type III, Single Faced	24 L.F.	30.00 thirty dollars and zero cents	$ 720.00
35.	Standard Roadside Signs	9 Each	500.00 five hundred dollars and zero cents	$ 4,500.00
36.	Roadway Construction Stakes	1 L.S.	1.00 one dollar and zero cents	$ 1.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) $ 583,479.97

$ five hundred eighty three thousand four hundred seventy nine thousand
(TOTAL IN WORDS) dollars and ninety seven cents

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Cook and Son, LLC

Signature Keith Miller

Title owner/managing member

Address 60150 Seminole Road
Smithville, MS 38870

Attest: _____
SEAL (if Bid is by a Corporation)

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, Cook & Son, LLC,
as Principal, and The Hanover Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five Percent (5%) of Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 20 26.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Cook & Son, LLC
_____ (L.S.)
(Principal)

The Hanover Insurance Company
(Surety)

By: _____
Stephen Wesley Price, Jr./Attorney-in-Fact/Marsh Agency

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stephen Wesley Price, Jr.

Of **Ridgeland, MS** individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 ($50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond
Principal: Cook & Son, LLC
Obligee: City of Tupelo

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **April 2025**

1972 1994 SEAL 1974

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this **22nd** day of **April, 2025** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M.Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 29th day of September 2026.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

_____

_____

a _____, hereinafter called PRINCIPAL

and _____(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ _____in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By: _____
_____	_____
Witness as to Principal	Address
_____	_____
Address	
_____	_____
	Surety
ATTEST:	
_____	By: _____
Witness as to Surety	Attorney-In-Fact
_____	_____
Address	Address
_____	_____

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

_____

_____

a _____, hereinafter called PRINCIPAL

and _____(Name of Surety) hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By: _____
_____	_____
Witness as to Principal	Address
_____	_____
_____	_____
	Surety
ATTEST:	
_____	By: _____
Witness as to Surety	Attorney-In-Fact
_____	_____
Address	Address
_____	_____

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

_____

Resident Mississippi Agent

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT made this ____ day of _____, 2026 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and _____ , doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 120 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of _____ _____, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Bid Proposal
   (D) Bid Documents
   (E) Bid Bond
   (F) Agreement
   (G) Certificate of Owner's Attorney
   (H) General Conditions
   (I) Special Conditions
   (J) Payment Bond
   (K) Performance Bond
   (L) Notice of Award
   (M) Notice to Proceed
   (N) Change Order
   (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY:_____
Name: _____
Title: _____

ATTEST:

BY:_____
Name: _____
Title: _____ **OWNER'S SEAL**

CONTRACTOR:

BY:_____
Name: _____
Title: _____

ATTEST:

BY:_____
Name: _____
Title: _____ **CORPORATE SEAL**

NOTE: If CONTRACTOR is a corporation, secretary should attest.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements 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 agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: _____

DATE: _____

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination, and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Environmental Requirements
32. Record Drawings
33. Claims for Delays
34. Fuel, Energy, and Water
35. Street Maintenance
36. Cleaning Up

DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the conditions and terms of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION – Substantial Completion shall be defined as when all portions of the Contract are completed in accordance with all requirements of the Contract Documents.

1.23 SPECIAL CONDITIONS – Information or conditions imposed as a part of the Contract Documents, or requirements that may be imposed by applicable state laws at the time of Project letting.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

1.27 STANDARDS - The following words, symbols, letters, or abbreviations shall be deemed to have the following meaning and shall refer to the latest current revision of said standard or specification applicable in effect of the date of opening bids:

AASHTO-American Association of State Highway and Transportation Officials
ACI -American Concrete Institute
AIA -American Insurance Association (formerly National Board of Fire Underwriters)
ANSI -American National Standards Institute
ASME -American Society of Mechanical Engineers
ASTM -American Society for Testing and Materials
AWWA -American Water Works Association
NEMA -National Electrical Manufacturer's Association
SBH -State Board of Health
MDOT -Mississippi Department of Transportation

2.0 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3.0 SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4.0 DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5.0 SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall review all SHOP DRAWINGS. The ENGINEER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. .

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.0 MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7.0 INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State or Local agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered prior to notification, or contrary to the instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8.0 SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9.0 PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10.0 SURVEYS, PERMITS AND REGULATIONS

10.1 From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. All points of reference (existing or set) shall be checked and verified by the Contractor prior to commencement of work.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the Section pertaining to, CHANGES IN THE WORK.

11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12.0 SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13.0 CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT TIME or PRICE, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14.0 CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

a. Unit prices previously approved.
b. An agreed lump sum.

14.2 The quantities of Unit Pay Items listed in the Proposal forms are to be considered approximate only. The Engineer reserves the right to make such alterations in the Plans or in the extent of the work as he may consider desirable or necessary during the progress of the work to satisfactorily complete the proposed construction.

14.3 The Owner may, under this reservation, increase or decrease any or all of the quantities of Pay Items as set forth in the Proposal, or delete certain items of work from the Contract. Increased or decreased quantities of items will be paid for at the unit bid price.

14.4 It is understood that variations in quantities, within the above limitations, shall not be considered as a waiver of any conditions of the Contract, nor invalidate the Contractor's Proposal and the Contractor shall perform the work as increased or decreased from the Unit Contract Prices as bid.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

During the process of determining the workforce effort necessary for completion of the work within the Contract Time, the Contractor shall consider the Normal Adverse Weather Days for the type of work and the seasonal period of the work being performed. The number of normal adverse weather days to be included in these considerations shall be as follows:

Jan. – 21	Feb. – 17	March – 12	April – 9	May – 9	June – 9
July – 9	Aug. – 8	Sept. – 7	Oct. – 5	Nov. – 11	Dec. – 17

Normal adverse weather days as shown above are defined by the National Weather Service as being those with temperatures of 32 degrees or less, or precipitation of 0.1 inches or more, based on a 6 day work week. If the Contractor fails to complete the Work within the Contract Time, the Adverse Weather Days in excess of those shown above for each month, may be considered for an extension of the Contract Time.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, the Contractor does hereby agree, as a part 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 working day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would in sustain and said amount shall be retained by the Owner from current periodical estimates.

For the purpose of determining the number of working days considered for liquidated damages, a working day shall be defined as a day in which the weather and soil conditions permit the Contractor to proceed with work operations on the controlling item or items of work in progress at that time, for a period of not less than six (6) hours. The number of working days shall be based on a five-day workweek exclusive of state recognized legal holidays, or days on which delays are attributed to the Owner, governmental authorities, catastrophic events, or time periods awaiting the vegetative growth and coverage of plant growth, or the curing of asphalt or concrete.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

15.4.4 Interim completion dates may be required by the CONTRACT DOCUMENTS to support owner occupancy or subsequent construction by other contractors. If interim completion dates are specified, the contractor shall complete the work required for that activity as indicated in the CONTRACT SPECIFICATIONS and shown in the CONTRACT DRAWINGS within the specified time. All contract provisions relating to time for completion and liquidated damages shall apply to interim completion dates.

16.0 CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17.0 SUBSURFACE CONDITIONS

17.1 It is the responsibility of the CONTRACTOR to become familiar with the project site, the construction process, and the nature of the physical ground as to the extent necessary for the completion of the WORK as specified in the CONTRACT DOCUMENTS, prior to bidding the project. If during construction, conditions are encountered that differ from those normally encountered during projects of similar nature or location, the CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17.3 The existence of, and location of some of the known utilities and obstructions are indicated on the plans but are not guaranteed. The Contractor shall make sufficient investigation and inspections, at the site of the work, to enable him to determine the existence of and exact nature and location of all such drainage structures, underground and overhead obstructions, fences, and public and private utilities that will be disturbed in the prosecution of the work. The Contractor shall repair or replace such utilities and improvements, which are damaged by his operations so as to function properly, at his own expense and in a manner and condition equal to that of such utilities and improvements prior to damage. Fences which must be crossed shall be repaired to an “as was” condition.

18.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which shall fix the date on which WORK shall be resumed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, or secure the services of another Contractor and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid per contract unit price for all WORK completed in accordance with the Contract Documents.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19.0 PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. The submitted progress payment shall be accompanied by a monthly certification to the Engineer indicating payments to subcontractors. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of approved partial payment estimate less retainage. The retainage shall be an amount equal to five percent (5%) until the work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Engineer’s opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. Future retainage shall be withheld at the rate of two and one-half percent (2-1/2%). Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or partially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.3 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.4 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the approved final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retainage percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. In no event shall said final payment due the Contractor be made until the Engineer is provided with the following: 1) Written certification from the Contractor that all suppliers and subcontractors have been paid. 2) Written consent of Final Payment from the Contractor's Surety.

19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and part thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

20.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21.0 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability

of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire, Flood and Extended Coverage insurance value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statue, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, flood, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22.0 CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with the Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23.0 ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligation there under, without written consent of the other party.

24.0 INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR or SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation of approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs, or SPECIFICATIONS.

25.0 SEPARATE CONTRACT

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26.0 SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

26.4 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 the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER.

27.0 ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make periodic visits to the site to determine if the WORK is proceeding in general accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28.0 LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29.0 GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30.0 TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

31.0 ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 HISTORIC PRESERVATION - Any excavation by the CONTRACTOR that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the State Historic Preservation Officer (SHPO).

32.3 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the U.S. Fish and Wildlife Service.

32.0 RECORD DRAWINGS

33.1 The Contractor shall make a record of all changes in the contract drawings and specifications and shall change the contract drawings and specs to reflect all changes made. The Engineers will furnish a set of reproducible drawings to the Contractor on which changes shall be made. Additional sheets shall be drawn on mylar film as required. Record drawings and specifications shall be completed and furnished to the Engineers prior to the submission of the request for final payment. Keep records current and do not cover or conceal any work until the required information has been recorded.

The following items shall be recorded on the record drawings:

1. Depths of various elements in relation to datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Location of internal appurtenances concealed in construction referenced to visible and accessible features of the work.
4. Field changes of dimension and detail.
5. Changes made by Change Order.
6. Details not on original Contract Drawings.
7. Locations of plugged openings for future connections.

Specifications and Addenda shall be legibly marked up to record:

1. Manufacture, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order.
3. Other matters not originally specified.

33.2 Shop Drawings shall be maintained as record documents and legibly annotate drawings to record changes made after review.

33.0 CLAIMS FOR DELAY

34.1 No claim for delay damages will be allowed the Contractor resulting from change orders executed by him.

34.0 FUEL, ENERGY, AND WATER

35.1 The Contractor shall furnish all fuels, electric power and other energies, water and other consumables used in the prosecution of the work including testing and trial operations until in the opinion of Engineers, the work or part thereof, is substantially complete and in use by the Owner, at which time the Owner will begin paying power bills for that part. Arrangements shall be made in advance of need with utilities involved.

35.0 STREET MAINTENANCE

36.1 The Contractor, at his own expense, shall be required to maintain the streets and thoroughfares disturbed, in a passable condition, providing means of ingress and egress to persons residing and conducting business thereon where possible.

36.2 The Contractor shall provide additional earth backfill or adding surfacing materials for excavation and/or trenches in streets or thoroughfares, if and when the shrinkage sets in and shall shape and re-shape and grade and re-grade as in the opinion of the Engineers is necessary to maintain all thoroughfares disturbed in good condition from the time of initial excavation to the date of final acceptance. All streets and alleys shall be left in a good and satisfactory condition. In general, the Contractor shall not be required to construct or maintain detours, or to maintain streets disturbed beyond the date of final acceptance of the other work.

36.3 The Contractor shall provide facilities on a 24 hours, 7 day basis for pulling vehicles bogged down due to his operations.

36.4 The Contractor shall at locations where streets and public thoroughfares have been disturbed by excavations, or his equipment or operations, at all times while the work is in progress, take precautions for the protection of the public by placing and maintaining adequate flagmen, barricades, red flags and/or lights.

36.0 CLEANING UP

37.1 As each portion of the work is completed, the Contractor shall clean up and remove from the site all rubbish and old and unused materials and fill all holes and cavities made for his convenience, and shall leave the site in a neat, presentable and usable condition, restored to original or better condition.

37.2 Cleaning up is considered to be an integral, important and necessary function of each item of work. Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

SPECIAL CONDITIONS

1. Safety – The Contractor shall bear the full responsibility for Safety on the project site for the duration of the project.

2. Maintenance of Traffic - The Contractor is solely responsible for all safety devices necessary for insuring the safety of traffic through the construction zone and for compliance with the MUTCD part VI. The traffic control plan, if made a part of the contract documents, is considered a minimum amount of traffic control required, and does not relieve the Contractor from providing additional components conforming to the MUTCD as necessary for the safe travel of traffic through the construction zone. A competent, trained, and experienced Traffic Safety Officer capable of reviewing and maintaining construction zone safety shall be designated by the Contractor prior to the commencement of the project.

3. Construction Surveying – Construction staking for the project will be the responsibility of the Contractor from bench marks, control points, or reference lines provided by the owner. The CONTRACTOR shall carefully preserve such bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. All points of reference (existing or set) shall be checked and verified by the Contractor prior to commencement of work.

4. Construction Testing - The CONTRACTOR shall retain the services of a qualified testing laboratory to make tests and determine acceptability of materials for use in embankments, base construction, concrete structures, and pavements. The testing laboratory retained by the Contractor will also be responsible for providing field quality control as specified in the Standard Specifications. The Engineer on behalf of the Owner will provide quality assurance testing as necessary to verify the accuracy of the quality control testing.

5. There will be no fuel adjustments for this project.

6. The Contractor shall supply and maintain rest room facilities (Port-A-Johns) at appropriate locations in the vicinity of the work area(s). Periodic moving of these facilities will be required as the work area progresses along the project.

7. Any utility mains or service lines damaged by the Contractors operations shall be repaired or replaced by the Contractor immediately. Prior to commencement of work in the vicinity of utility mains or service lines, the Contractor shall have appropriate resources available to make repairs needed without undue length of service outage to local property owners and businesses. The location of all valves necessary for isolation of the area under construction shall be determined prior to commencement of work.

8. No construction traffic access allowed from the Natchez Trace Parkway. All access shall be from Gun Club Road through the Chickasaw Heritage Center site.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

NOTICE OF AWARD

To: _____
_____
_____

Project: **CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION**

The OWNER has considered the BID submitted by you dated _____, for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this _____ day of _____, 20___.

CITY OF TUPELO, MISSISSIPPI

Owner _____
By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20___.

By: _____

Title: _____

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

NOTICE TO PROCEED

To: _____ Date: _____
_____
_____

Project: **CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION**

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, 20___, and you are to complete all WORK within 120 consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 20___.

CITY OF TUPELO, MISSISSIPPI

Owner
By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 20___.

By: _____

Title: _____

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

CHANGE ORDER

Order No.: _____

Date: _____

Agreement Date: _____

Project: **CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

ORIGINAL CONTRACT PRICE $_____

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER: $_____

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: $_____

The new CONTRACT PRICE including this CHANGE ORDER will be: $_____

The CONTRACT TIME will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____.

Approvals required:

Requested by (CONTRACTOR): _____

Recommended by (ENGINEER): _____

Accepted by (OWNER): _____

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CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

SCOPE OF WORK

1. **GENERAL**: The work to be performed under this Contract shall consist of furnishing all labor, tools, equipment and materials and performing all work necessary for the complete construction of all facilities depicted by the Contract Drawings and specified herein.

2. **LOCATION**: The project site is located along the west side of the Natchez Trace Parkway between mile markers 261 and 262 within the City limits of Tupelo, MS.

3. **STANDARDS**: Any reference to a specification or designation of the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), American Standards Association (ASA), Commercial Standards (CS), National Sanitation Foundation (NSF), Federal Specifications, Mississippi Standard Specifications for State Aid Road and Bridge Construction, Mississippi Standard Specifications for Road and Bridge Construction, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14), Mississippi Department of Transportation Roadway Design Standard Drawing or other standards, codes, or orders refers to the most recent or latest specification or designation and any issued addenda. Where names of specific products may be designated in these specifications, or in the details appearing on the Contract Drawings, the intent is to state the general type or quality of product desired without ruling out the use of other products of equal type and quality, provided that use of such other products of equal type and quality has been approved in writing by the Engineer prior to installation.

   STANDARD SPECIFICATIONS: Applicable portions of the most current editions of "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-14)", "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION", and "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" are made a part of this specification fully and completely as if attached hereto except where superseded by Special Provisions or amended by revisions. All references to Standard Specifications shall mean the most current edition of the Mississippi Standard Specifications for Road and Bridge Construction, unless otherwise indicated. Special Provisions and Revised Specifications adopted and approved are made a part hereof fully and completely as if attached hereto.

   It shall be the responsibility of the Bidder to acquire a copy of these Specifications and become familiar with all applicable Sections and Subsections. Copies of these documents may be obtained from the U.S. Department of Transportation - Federal Highway Administration website and the Mississippi Department of Transportation website.

5. **LAYOUT AND CONSTRUCTION STAKING**: The Engineer will provide bench marks, control points, or reference lines as necessary for the location of the principle components of the project. From this information, the Contractor shall be responsible for performing the necessary computations, installing and maintaining all necessary slope stakes, batter boards, grade stakes (including sub-grade and surface-grade stakes), and additional control points as necessary for the construction of the project.

   It shall be the responsibility of the Contractor to check and prove all measurements prior to use during construction.

   The Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment for the work

6. **QUALITY CONTROL**: The Contractor shall be responsible for providing materials, which meet the requirements of the specifications contained herein. Test Reports and/or Certification by the manufacturer or material supplier, properly notarized, shall be furnished to the Contractor and the Engineer for all materials supplied for the project.

   The Owner reserves the right to withhold payment for any work or materials, which have not been approved by the Engineer, or certified in accordance with the specifications, contained herein.

7. **UNDERGROUND UTILITIES**: The approximate location of known underground utilities is shown on the Construction Plans. In addition to the utilities shown, there may also be additional underground utilities, which have not been detected. It shall be the responsibility of the Contractor to notify the Owner and all utility companies with underground utilities and give notification of intent to excavate in the area of the project, and to contact the Mississippi One-Call utility locator service at 1-800-227-6477 prior to excavation activities. Failure by the Contractor to notify the Owner and said utility companies shall make the Contractor liable under State law for any damages incurred to underground utilities.

   The Contractor assumes all responsibility for any damage to underground utilities.

8. **GUARANTEE**: The Contractor shall guarantee all work done under these Contract Documents for a period of one year from the date of substantial completion. This guarantee shall include the repair, without cost to the Owner, of any defect due to design, materials, and/or workmanship. Performance and payment bonds shall remain in effect during the Warranty Period. Inspection will be held by the owner to ascertain any defects prior to release and final acceptance.

MOBILIZATION

1. **DESCRIPTION:** Mobilization shall consist of moving all labor, equipment, supplies, and incidentals to the project site and removing same after other work under the contract has been completed. It shall also include all mobilization pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items.

2. **MEASUREMENT:** Measurement for payment will be in accordance with the following schedule:

   (1) When five (5) percent of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), fifty (50) percent of the amount bid for mobilization, or five percent of the original contract amount, whichever is less, will be paid.

   (2) When ten (10) percent of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), one hundred percent of the amount bid for mobilization, or ten (10) percent of the original contract amount, which ever is less, will be paid.

   (3) Upon completion of all work, payment of any amount bid for mobilization in excess of ten (10) percent of the original contract amount will be paid.

3. **BASIS OF PAYMENT:** Mobilization will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

MAINTENANCE OF TRAFFIC

1. **DESCRIPTION:** This work shall consist of maintaining local traffic at all times, except as provided herein or in other contract documents. It shall consist of constructing, maintaining in good condition, and removing temporary structures, approach roads, and other facilities required for maintenance of traffic and the furnishing of temporary materials therefore, unless otherwise indicated in the contract.

   This work shall include furnishing, erecting, maintaining in good condition, and removing all required construction signs, barricades, and temporary traffic stripe unless indicated on the plans or in the contract specifications.

   The applicable material requirements set out in the 700 sections of the Standard Specifications and the minimum requirements of the Manual on Uniform Traffic Control Devices (MUTCD) shall apply to all materials used in the maintenance of traffic.

   The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and the residences along the road and the protection of persons and property.

   The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices; shall provide qualified flagmen where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. Roads or parts of the work closed to through traffic shall be protected by effective barricades and obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

   The Contractor shall erect warning signs in advance of all places on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with existing traveled roads. Such warning signs shall be constructed and erected in accordance with the provisions of the contract.

   All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices shall conform with the minimum requirements contained in the MUTCD published by the U.S. Government Printing Office current at the time bids are received.

   On all sections of a project which are coincident with an existing highway, road, or street and are open to traffic, the Contractor shall be fully responsible for the protection, maintenance, and replacement of all signs, route markers, traffic control signals, and other traffic service features existing on the work from the beginning of contract time or beginning of work, whichever occurs earlier, until final completion of work.

Prior to performing work on the project, the Contractor shall make the necessary arrangements to prevent damage or loss of signs or other traffic control devices by providing adequate protection, or by removing those which cannot be left in their existing positions, protecting them from damage, and reinstalling them at locations so that they will provide maximum traffic service. As soon as work, which conflicted with the original position of each device, has been performed, the devices shall be immediately reinstalled at their original positions or modified positions.

The Contractor is solely responsible for all safety devices necessary for ensuring the safety of traffic through the construction zone and for compliance with the MUTCD part VI.

A competent, trained, and experienced Traffic Safety Officer capable of reviewing and maintaining construction zone safety shall be designated by the Contractor prior to the commencement of the project. The Contractor's Traffic Safety Officer's duties shall include the following:

1. Understand the requirements of the MUTCD and contract provisions.

2. Be responsible for assuring compliance of the Contractor's maintenance and protection of traffic relative to the requirements of the contract provisions.

3. Be responsible for maintaining current documentation of deficiencies with respect to the Contractor's maintenance and protection of traffic operations.

4. Be responsible for maintaining documentation on how and when the deficiencies were corrected.

5. Hold Contractor's traffic safety meetings.

6. Be responsible for assuring that all deficiencies are corrected.

7. Be responsible for coordinating maintenance of traffic operations with the Engineer.

8. Be responsible for reviewing Contractor's equipment location storage and operation related to traffic safety and operation as required by the contract provisions.

9. Be responsible for reviewing Contractor's material location storage and handling of materials related to traffic safety and operations.

10. Be responsible for maintaining current documentation of deficiencies and corresponding corrections relative to equipment operation, equipment storage, and material handling and storage pertaining to traffic safety and operations.

The Contractor shall also provide a suitable traffic vehicle, adequately marked and equipped, for the use of the Traffic Safety Officer. The Engineer shall be furnished with the telephone numbers where the Contractor's Traffic Safety Officer and a substitute authorized to act in his absence, may be reached at all times when not on the project.

Within three weeks' time, the Contractor shall provide the Engineer with a copy of each accident report for those accidents occurring within the limits of the project. In the event no accident report is available, the Contractor and the Engineer shall jointly attempt to describe the accident from sources or information that may be available. The Engineer or other appropriate personnel as required will analyze these reports to determine if corrective action is needed.

In the event corrective action is indicated, the contractor shall proceed immediately with the same.

The Contractor shall construct, erect, and maintain in good order all barricades and danger and warning signs specified or ordered. Flagmen shall be stationed at such points as may be deemed necessary. Movable construction signs shall be moved from each section as their use becomes inapplicable.

Such signs and all other signs and devices of a temporary nature shall be in accordance with the plans, and the MUTCD, as applicable

2. **MEASUREMENT:** Progress payment will be made corresponding to the percent of construction completion as shown on the approved monthly estimate and verified by the Engineer. Specific traffic control devices for which there is a pay item listed will be measured and paid for per the unit specified.

3. **BASIS OF PAYMENT:** Maintenance of Traffic will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

CLEARING AND GRUBBING

1. **DESCRIPTION**: Work under this section shall consist of, clearing, grubbing, removing and disposing of all things, including but not limited to, trees, concrete rubble, sidewalks, pipes, junction boxes, manholes, pipe, inlets, curb and gutter of all types, and existing pavements of all types and thickness within the limits of the project construction which require removal in order for the project to be constructed in accordance with the Contract Drawings and Specifications contained herein.

2. **CONSTRUCTION REQUIREMENTS**: All objects, materials and all trees, vegetation, stumps, roots and other protruding or underground objects in the way of construction and not designated to remain shall be cleared and grubbed. The Engineer must be notified prior to commencement of the clearing and grubbing operations. The Engineer may permit sound stumps to remain outside of the construction limits or in the area to be rounded at the top of cut backslopes provided they are cut off flush with or below the surface of the finish ground line. Stump holes and other holes from which obstructions are removed, except, in areas to be excavated, shall be backfilled with suitable material and thoroughly compacted as specified. All operations shall be conducted in such a manner as to prevent injury to anything that is designated to remain on site or damage to adjacent property. All clearing and grubbing must be completed and approved by the Engineer prior to the commencement of grading operations.

3. **REMOVAL AND DISPOSAL**: All materials, including existing pavements of all types and thickness, and debris, in the way of construction and designated to be removed, shall be removed from the construction site. Areas required for disposal shall be acquired by, and shall be the responsibility of the Contractor, unless the disposal area is provided by the Owner. Burning shall not be permitted without prior notification and approval of the City of Tupelo.

   The Contractor shall be responsible for accomplishing this work in full conformance with the requirements of local officials and the Mississippi Department of Environmental Quality (MDEQ).

4. **MEASUREMENT:** Measurement for Clearing & Grubbing will be made corresponding to the percentage of the item completed and approved by the Engineer. Individual items designated for removal for which there is a pay item shall be measured and paid for per the unit specified.

5. **BASIS OF PAYMENT:** Clearing and Grubbing and removal of individual items shall be paid for as specified per each item, which price shall be full compensation for completing the work as specified.

EARTHWORK

1. **DESCRIPTION**: The work covered by this section shall consist of the preparation of the embankment or excavation area, excavating, hauling excavation, spreading, compacting and finish dressing all areas to the alignment, grades and cross sections as shown on the Contract Drawings or established by the Engineer.

   All suitable excavated material shall be placed by the Contractor in full embankment sections along the proposed centerline as shown on the plan profile sheets and constructed in accordance with these specifications. All clearing and grubbing necessary for the completion of this work shall be done in accordance with the clearing and grubbing specification.

2. **GENERAL**: Excavation and embankment construction may begin after the required clearing and grubbing has been completed and approved by the Engineer, and after drainage structures required in advance of grading operations have been completed.

   Embankments will be constructed with suitable materials taken from the excavation areas, or from materials brought onto the site from an approved off-site source. Unsuitable materials or perishable materials such as rubbish, sod, brush, roots, loose stumps, logs, heavy vegetation, etc., shall not be incorporated or buried in any embankment. Any material encountered that is deemed to be unsuitable for use in the work shall be removed and disposed of. The unsuitable material as defined in Section 203.03.7 of the Standard Specifications shall be removed and disposed of, as specified in Section 203.03.7 of the Standard Specifications. The area will then be backfilled with suitable material, and compacted until the requirements, as specified herein, are achieved. Areas specified in the plans to be undercut will be assumed to be unsuitable and are to be disposed of by the Contractor.

   All areas of the site, which will receive embankment material, shall be completely broken up by plowing, scarifying, or disc-harrowing to a minimum depth of six (6) inches. Areas discovered to be soft, and yielding shall be brought to the attention of the Engineer. These areas shall be processed and compacted to a firm and unyielding layer. If adequate compaction cannot be obtained on this material, it shall be removed and replaced with suitable material.

   After an area has been fully and completely prepared to receive embankment material, the embankment shall be constructed of suitable materials placed in successive layers, parallel to the finished grade. Each layer is to be not more than eight (8) inches of loose material, before compaction, for the full width of the cross section. Each layer of excavated material, so placed, shall be satisfactorily spread and compacted so as to construct an embankment which, after full compaction and shrinkage, will conform within reasonable tolerance to the lines, grades and cross sections as shown on the plans or otherwise designated.

   All excavation and embankment construction shall be carried on in such a manner as to insure adequate drainage in case of unexpected rainfall and shall conform to the provisions of the Erosion Control specification.

3. **COMPACTION OF EMBANKMENTS AND SUBGRADES**: Compaction of embankment material shall comply with Section S-203.09.4 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction. This section is copied in its entirety as follows:

   "S-203.09.4—Compaction of Embankments. All embankments material shall be at the moisture content determined to be proper for the particular material being placed so that the resulting work will be both dense and stable.

   It shall be the Contractor's responsibility to maintain the proper moisture content during compaction operations, and the Engineer may require moistening or drying as necessary, without additional compensation to the Contractor.

   The material shall be compacted until the required density, determined in accordance with S-700.03 and S-700.04 has been attained and the embankment is stable.

   The specified value (SV) for density of basement soils is ninety-four (94) percent, and the specified value (SV) for density of design soils is ninety-six (96) percent.

   The unit of deviation (UD) will be one percentage point.

   If the contract does not include a layer of material above the subgrade, or if the top portion of the design soil is to be chemically or mechanically stabilized under the contract, the (SV) for density of the top six inches of the design soil is ninety-four (94) percent.

   The Contractor shall make allowances for shrinkage and compaction in the construction of embankment."

4. **TOLERANCES**: The allowable vertical tolerances for earthwork will be plus or minus one-tenth foot in elevation and plus or minus five-tenths foot horizontally.

5. **METHOD OF MEASUREMENT:** **Unclassified** and Borrow Excavation will be measured by the cubic yard final measure (FM) and final measure embankment (FME) in accordance with Subsection 109.01 of the Standard Specifications. Select Borrow shall be computed for payment per cubic yard as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer. Undercut areas shall be computed for payment per cubic yard (CY) as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer.

6. **BASIS OF PAYMENT:** Excavation and embankment, when completed and approved, will be paid for at the contract unit price per cubic yard, which shall be full compensation for completing the work as specified regardless of the material encountered. Payment for undercut areas will be made under Unclassified Excavation for the removal of existing materials and under Borrow Excavation for the replacement materials.

SELECT BORROW MATERIAL

1. **DESCRIPTION:** Select Borrow Material shall be composed of a natural or manufactured mixture of soil binder and granular material. The soil binder shall be clay or silt or other materials, or combinations thereof having satisfactory cementing qualities. The mixture shall be homogenous in character and reasonably free of clay balls, vegetative material, or other deleterious substances that cannot be classified as serviceable and shall be such that when properly compacted will form a dense mass.

   The gradation of the select borrow material shall be as follows:

Sieve Size	Percentage Passing
No. 10	100
No. 40	20-100
No. 60	15-85
No. 200	6-40

   The material passing the No. 40 Sieve shall have a maximum plasticity index of 10 and a maximum liquid limit of 30.

2. **TESTING:** All sampling and testing shall be made in accordance with applicable standard methods of AASHTO in effect on the date of advertisement for bids.

3. **APPROVAL OF SOURCE:** Approval of sources for materials must be obtained prior to placement of materials on the project. Samples may be required.

4. **BASIS OF PAYMENT:** Select Borrow is a reference specification. Payment for Select Borrow shall be made as specified under each item's specification.

GRANULAR MATERIAL (CRUSHED STONE)

1. **DESCRIPTION:** This work shall consist of furnishing and constructing a Granular Material Crushed Stone base on a prepared foundation in reasonably close conformity with the lines, grades, and cross sections shown on the plans or established by the Engineer.

2. **MATERIALS:** The Granular Material Crushed Stone shall consist of hard, durable particles free from adherent coatings, soft or disintegrated pieces, vegetation, or other deleterious matter. The gradation of the Granular Material Crushed Stone shall be as follows:

Sieve Size	Percentage Passing
1”	100
3/8”	50-85
No. 4	35-65
No. 10	25-50
No. 40	15-30
No. 200	5-15

3. **CONSTRUCTION:** Construction operation requirements of the Granular Material Crushed Stone base shall be in accordance with Section S-304 of the Standard Specifications.

   The density of the completed Granular Material Crushed Stone base shall be equal to or exceed 99% of the Standard Proctor Density.

4. **METHOD OF MEASUREMENT:** Granular Material Crushed Stone shall be computed for payment per cubic yard (CY) as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer.

5. **BASIS OF PAYMENT:** Accepted quantities of granular material shall be paid for at the contract bid price per cubic yard (CY), which shall be full compensation for completing the work specified. No separate payment will be made for water necessary for the processing of the granular material.

CRANULAR MATERIAL (AGGREGATE-TOPSOIL COURSE)

1. **DESCRIPTION:** This work shall consist of furnishing and placing an aggregate, topsoil, and seed mixture on a prepared shoulder or other surface, in reasonably close conformity with the lines, grades, and cross sections shown on the plans or established by the Engineer.

2. **MATERIALS:** Materials used under this item shall conform to the following sections of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14:

Aggregate for aggregate-topsoil course	703.13
Seed	713.04
Topsoil	713.01
Water	725.01(c)

3. **CONSTRUCTION:** Complete the adjoining pavement before placing an aggregate-topsoil course on the shoulder. Scarify the area where the mixture is to be placed to a depth of 3 inches. Reduce clods and sod to a maximum size of 4 inches.

   Furnish a mixture of 50±10 percent aggregate and 50±10 percent topsoil by volume with sufficient water for compaction.

   Mix the components into a uniform mixture. Spread the mixture on the prepared surface in a uniform layer. Shape the mixture to the line, grade, and cross-section. Remove clods and stones greater than 2 inches (50 millimeters) in diameter. Before compaction, dry seed the mixture surface at a rate of 75 pounds per acre (85 kilograms per hectare) according to Section 625.

   Uniformly compact the mixture to ensure it does not exhibit heaving, pumping, rutting, or shearing. After compaction, dry seed the surface again at a rate of 75 pounds per acre.

4. **ACCEPTANCE:** Per the following sections of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14:

   Aggregate for aggregate-topsoil will be evaluated under Subsections 106.02 and 106.03.

   Seed and topsoil will be evaluated under Subsections 106.02 and 106.03.

   Construction of aggregate-topsoil course will be evaluated under Subsection 106.02.

5. **METHOD OF MEASUREMENT:** **Granular** Material Aggregate-Topsoil Course shall be computed for payment per cubic yard (CY) (no shrinkage allowed) as measured along neat lines of all in-place and accepted work completed as shown on the construction details or as directed by the Engineer.

6. **BASIS OF PAYMENT:** Accepted quantities of Granular Material Aggregate-Topsoil Course shall be paid for at the contract bid price per cubic yard (CY), which shall be full compensation for completing the work as specified.

TEMPORARY EROSION AND SEDIMENT CONTROL

1.0 DESCRIPTION: The work covered by this section includes temporary slope protection, erosion, and sediment control.

1.1 ENVIRONMENTAL REQUIREMENTS: The Contractor shall comply with all rules and regulations governing the elimination and control of pollutants in stormwater discharges associated with construction activities as regulated by the Environmental Protection Agency and set forth in the National Pollutant Discharge Elimination System (NPDES) permit requirements.

The Contractor is advised that he or his company, as the case may be, is responsible for compliance with all applicable State and Federal laws. If required, the Contactor shall submit a C.N.O.I to the Mississippi Department of Environmental Quality and shall prepare a Storm Water Pollution Prevention Plan (SWPPP).The Contractor agrees to maintain inspection records, file required maintenance inspection report submittals, perform any required repairs, maintenance or additions to the erosion controls and requests that any previous contractor be released from the terms of the SWPPP. Any additional required phasing plans shall be submitted to the State by the Contractor prior to the start of construction.

The Contractor shall obtain a Notice of Coverage from the State prior to beginning any construction activities if required.

1.2 REPORTING AND RECORD KEEPING REQUIREMENTS: The Contractor shall maintain records of checks and repairs on site. Erosion control procedures shall provide that all erosion controls are inspected at least once every seven calendar days or as required by State regulations. Records shall be maintained on site and submitted to the State as required.

The Contractor shall also maintain records of the following:

1) The dates when major grading activities occur.
2) The dates when construction activities, temporary or permanent, cease on a portion of the site.
3) The dates when stabilization measures are initiated.

2.0 MATERIALS

A. Mulches: Oat or wheat straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of harmful weeds or materials.

B. Silt Barriers: Riprap berms or Hay or wheat straw bales free of harmful weeds.

C. Synthetic Filter Fabric: Pervious sheet of woven propylene, nylon, polyester, ethylene yarn, 700x minimum, certified by manufacturer or supplier to be in compliance with applicable federal, state and local regulations.

D. Wire Fence Reinforcing for Silt Fence: Minimum 24" height, 6" x 6" by 14 gauge.

E. Posts for Silt Fences: 1-1/2" x 1-1/2" wood or 1.33 pounds per linear foot steel with minimum length of 48". Steel posts shall have projections for fastening wire.

F. Stakes for Silt Barriers: 1" x 2" wood or equivalent metal by 36" long.

3.0 SLOPE PROTECTION AND EROSION CONTROL

A. Do not burn-off ground cover.

B. Before existing soils are disturbed, provide erosion and sediment control.

C. Protect slopes immediately after completing rough grading. Coordinate erosion and sediment control with earthwork so as to minimize duration of exposure of unprotected soils.

D. Temporary Protection of Erodible Soils: Use methods necessary to prevent erosion and to control sediment, including any or all of methods listed below.

E. Mechanical Retardation & Runoff Control: Mechanically retard and control rate of runoff from construction site. Use temporary diversion ditches and berms to retard and divert runoff to protected drainage courses.

F. Sediment Basins: When required, sediment basins shall be designed, constructed and maintained in accordance with best management practice standards found in the USDA Planning and Design Manual for the control of erosion, sediment and stormwater.

G. Borrow is not allowed in areas where suitable environmental controls are not possible.

H. Vegetation & Mulch: Provide temporary protection on slopes when rough grading is completed or when enough soil is exposed to require protection to prevent erosion. Protect soil by accelerated growth of permanent vegetation, temporary vegetation, mulching or netting. For slopes too steep for stabilization by other means, stabilize by hydroseeding, mulching anchored in place, covering with anchored netting, sodding, or combination of these and other necessary methods for effective erosion control.

I. Silt Barriers: Place rows of barriers, or install silt fencing securely anchored, or both to prevent soil erosion.

3.1 MAINTENANCE:

A. Check and repair, as necessary, all control measures weekly during dry periods and within 24 hours after rainfall of 0.5" or greater. During prolonged rainfall, check daily and repair damage.

B. Maintain records of checks and repairs.

A. Maintain erosion and sediment control features until Final Completion.

3.2 CLEANING:

A. When the Work is complete, immediately remove materials used to aid erosion and sediment control.

PERMANENT EROSION CONTROL

1. **DESCRIPTION:** Work under this section shall consist of the **establishment of permanent live vegetation or furnishing and placing of solid sod on all areas disturbed by construction**, and the protection of downstream and adjacent property from siltation and sediment build up caused by grading operations and construction under this Contract.

   The rates listed in the vegetation schedule are minimum application rates. It shall be the Contractors responsibility to apply additional quantities as necessary to obtain sufficient plant growth.

   The major items of work covered are ground preparation, the furnishing and incorporation of fertilizers and agricultural limestone, the furnishing and planting of grass seed, the furnishing and placement of vegetative materials for mulch, and/or the furnishing and placement of solid sod, and the **maintenance and/or watering of this item until the project is accepted by the Owner**.

2. **TEMPORARY EROSION AND SEDIMENT CONTROL:** Temporary erosion control measures shall be furnished, installed, maintained, and removed if necessary for the purpose of removing suspended soil particles from the water passing through in accordance with the Contract Drawings and the Temporary Erosion and Sediment Control specifications contained herein.

   The Contractor shall maintain the erosion checks until sufficient vegetation is established to control erosion. Measures, which are destroyed or deteriorate prior to adequate vegetation coverage, shall be replaced as necessary. Unless otherwise specified, all erosion checks shall be removed or used elsewhere prior to acceptance of the project.

3. **GROUND PREPARATION AND FERTILIZER:** Ground preparation and the furnishing of fertilizer and agricultural limestone shall be accomplished in accordance with Sections 212 & 213 of the Standard Specifications. This item of work shall be accomplished on all areas, which have been disturbed and which will require seeding, solid sodding, or sprigging. Ground preparation will not be measured for separate payment. Such construction shall be considered a necessary part of the work in completing the various planting and seeding items and is a responsibility to be assumed by the Contractor in accordance with such respective pay items.

4. **SEEDING:** Seeding shall be accomplished on all designated areas which do not have adequate vegetation to prevent erosion or which have been disturbed during construction of the herein described work. Seeding shall be accomplished in accordance with Section 214 of the Standard Specifications. Seeding mixtures and rates of application shall be as shown in the vegetation schedule, or as directed by the Engineer. It shall be the responsibility of Contractor to maintain the seeds and establish a full coverage of live growth.

5. **MULCHING:** Vegetative material for mulch shall be applied on all areas required to stabilize seeding during the maintenance and growing period. This item shall be accomplished in accordance with Section 215 of the Standard Specifications.

6. **SOLID SOD:** Sod shall be supplied from an approved source capable of providing well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Sod shall be uniform in color, texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material: viable and capable of growth and development when planted. Approved Solid Sod shall be delivered to the site and placed as shown or directed to provide complete coverage of areas disturbed during Construction

   The sod shall be cut transported and placed within 24 hours and shall be protected from sun, wind and dehydration prior to installation. Sod showing signs of deterioration or distress will not be allowed for use. Voids remaining between the sections of sod shall be filled to insure a smooth surface after completion of the solid sodding process.

   Areas to receive sod shall be graded to a smooth, free draining surface with a loose, uniformly fine texture. Where necessary, sod shall be staked (using approved methods) in drainage swales or on slopes greater than 3:1. Sod shall be laid to form a solid mass with tightly fitted joints. Joints in successive rows of sod shall be staggered. After placement, sod shall be rolled with proper equipment to provide a smooth surface free of irregularities and voids. Sod placed adjacent to existing lawn areas shall be recessed to provide a level and flush condition between new and existing lawn areas.

   Sod areas shall be maintained, including water, spot weeding, mowing, application of herbicides, fungicides, insecticides, and resodding until a full uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved.

   The type of solid sod used shall match that of existing sod located adjacent to the project work, unless otherwise directed.

   Fertilizers or agriculture limestone will not be required for solid sod, but may be applied at the discretion of the Contractor to insure satisfactory plant establishment and growth.

7. **TOPSOILING:** Topsoiling shall be accomplished in accordance with Sections 211 of the Standard Specifications.

BITUMINOUS PAVEMENTS

1. **DESCRIPTION**: The work under this section shall consist of the preparing of one or more courses of bituminous pavement on a prepared foundation in accordance with the Standard Specifications and in reasonably close conformance with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

   All materials, construction and all additional requirements necessary for the satisfactory completion of the work shall conform to the requirements of Section 301, 401, 403, and all referenced sections of the Standard Specifications.

2. **MEASUREMENT:** Hot Bituminous Pavements complete in place and accepted will be measured by the ton.

3. **BASIS OF PAYMENT:** Payment will be made under:

   Hot Mix Asphalt, MT (19 mm) – per Ton
   Hot Mix Asphalt, MT (12.5 mm) – per Ton
   Hot Mix Asphalt, MT (9.5mm) – per Ton

STORM DRAINAGE

1. **DESCRIPTION**: This Section of the work shall consist of furnishing and laying all pipe and flared end sections to be used as storm drains to the lines and grades as shown on the Contract Drawings and specified herein.

2. **MATERIALS:** All storm drain materials shall be as indicated on the Construction Plans or approved by the Engineer.

   2.1 Reinforced Concrete Pipe – All reinforced concrete pipe of twelve (12) inch diameter (or equivalent arch) and larger shall be Class III, standard strength, conforming to Section S-708.02.2 of the Standard Specifications.

   2.2 Reinforced Concrete Flared-End Section: - All reinforced concrete flared –end sections shall conform to Section S-708.04 of the Standard Specifications.

   2.3 High Performance Polypropylene Pipe- All high performance polypropylene pipe covered by these specifications shall be Advanced Drainage Systems HP –Storm Dual Wall or approved equal.

   2.4 High Density Polyethylene Pipe – All high density polyethylene pipe covered by these specifications shall be Advanced Drainage Systems N-12 Dual Wall or approved equal.

3. **PIPE INSTALLATION**:

   3.1 Excavation - Trenches shall be excavated in whatever material encountered, to the line and grade as shown on the Contract Drawings or as staked by the Engineer in the field. The width shall be sufficient to properly join the pipe and provide thorough compaction of the bedding and backfill material under and around the pipe.

   The bottom of the completed trench shall be firm for its full length and width and shall be carefully graded, formed, and aligned before the pipe is laid. The bottom of the trench shall be rounded under each joint of the pipe to confirm to the shape of the pipe, and the bell holes shall be cut so as to allow the body of the pipe uniform contact and support throughout its entire length.
   In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavation, 29 CFR, part 1926, Subpart P". This document and subsequent updates were issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The Contractor is solely responsible for designing and constructing stable, temporary excavations and the shoring , sloping, or benching of the sides of the excavations as necessary to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

3.2 Sheeting, Bracing and Shoring - The Contractor shall be responsible for all bracing, sheeting, and shoring, necessary to perform and protect all excavations as required for safety. Materials used for this purpose shall be carefully withdrawn during backfill operations in such a manner as not to damage the pipe or move it from its correct line and grade.

3.3 Dewatering - The Contractor shall perform all pumping and well pointing necessary to maintain the excavation in a dry state until the backfill operation is complete.

3.4 Bedding - Bedding for all concrete pipe shall be a minimum of Class C conforming to the requirements of section S-603.04 of the Standard Specifications. For High Density Polyethylene Pipe, the bedding shall conform to the requirements of ASTM D-2321.

3.5 Pipe Laying - The bottom of the trench shall be shaped as to give substantially uniform circumferential support to the lower fourth of each pipe. Pipe laying shall proceed upgrade with the spigot ends of bell-and spigot pipe pointing in the direction of the flow. Each pipe shall be laid true to line and grade in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous material of every description. Where cleaning after laying is difficult because of small pipe diameter, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. 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.

3.6 Jointing - Reinforced concrete pipe joints shall be sealed with bituminous plastic cement supplied by the pipe manufacturer. Joining ends shall be wiped clean and dry and the bituminous plastic compound shall be applied cold to the entire surface of tongues and grooves or the entire surface of bells and spigots. Sections of concrete pipe shall be forced together with excess compound extruding both inside and outside the pipe. Excess compound shall be removed from interior surfaces, and the exterior shall be furnished reasonably flush.
High Density Polyethylene pipe joints shall be assembled according to the manufacturer's recommendations. Fittings shall not reduce the inside diameter of the tubing being joined by more than 5% of the nominal inside diameter. Reducer fittings shall not reduce the cross-sectional area of the smaller size pipe.

4. **BACKFILLING**: When the pipe has been laid and jointed as specified herein, the pipe, shall immediately be bedded in the trench and made secure against movement by backfilling the trench to ½ diameter of the pipe with approved backfill material. Special care shall be taken to compact backfill under the haunches of the pipe. From the half point of the pipe to one (1) foot above the top of the pipe, approved backfill material shall be placed in loose lifts not to exceed six (6) inches and compacted with hand tamps; special care shall be taken not to damage or displace the pipe joints. From one (1) foot above the top of the pipe to finish grade, approved backfill material shall be used by placing in lifts not to exceed eight (8) inches, spreading uniformly, and compacting to a firm unyielding layer. If material taken from the trench is not acceptable for use as backfill material, acceptable material shall be hauled, placed and compacted by the Contractor. Contractor furnished material shall conform to the Select Borrow material specification. Backfill under areas to be paved shall be select borrow material compacted to at least 95% of standard proctor density. This operation shall be continued until the backfill is mounded slightly above the top of the trench, or to the subgrade elevation. No separate payment will be made for the completion of this work, but will be considered incidental to backfilling of the pipe segments. The contractor shall repair, restore with new work, or make good without extra compensation all damages done to the structure as a result of the backfilling operations.

5. **MEASUREMENT:** Pipe shall be measured per actual linear foot (LF) of pipe used for storm drain applications (pipe joint nominal length multiplied by number of joints, minus cutoffs).

   Excavation, bedding, or backfill material required for the installation of storm drain pipes, drainage structures, flared-end sections and appurtenances will not be measured for separate payment, but is considered incidental to the completion of the work.

6. **BASIS OF PAYMENT:** Payment will be made for each type of storm drain pipe specified per linear foot (LF).

   There will be no separate payment for excavation, bedding, or backfill material required for the installation of pipes, flared-end sections, or drainage structures. The cost of these items shall be included in the contract price for storm drainage items.

MINOR STRUCTURE CONCRETE

1. **DESCRIPTION:** The work under this section shall consist of the construction of reinforced concrete storm inlets, pipe collars, paved flumes, junction boxes, and other concrete minor structures including inlet grates.

2. **MATERIALS:** Materials under this section shall conform to the following specifications:

   2.1 Concrete - All concrete used for construction of concrete minor structures shall be Class "B" Concrete as specified in Section 804 of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction. A mix design for Class "B" concrete shall be submitted to the Engineer for approval prior to commencement of concrete construction.

   2.2 Reinforcing Steel - All reinforcing steel used in construction under this section shall conform to Section 602 and Sections 711 and 805.02 of the Standard Specifications.

   2.3 Grey Iron Casting - Grates and manholes for surface and storm inlets shall be grey iron castings, Neenah or approved equal.

   2.4 Precast Concrete Inlets - Precast concrete inlets meeting the above specifications may be used in place of poured-in-place concrete inlets.

3. **CONSTRUCTION:** Construction of all minor structures shall be in accordance with the locations, dimensions and details as shown in the Construction Plans or as directed. All construction shall be in full accordance with specified sections as set forth above under materials specifications.

4. **MEASUREMENT:** Minor Structure Concrete is a reference specification only. Individual concrete structures will be paid for per each as shown on the bid schedule.

PLASTIC TRAFFIC MARKINGS

1. **DESCRIPTION:** This work consists of furnishing materials and placing thermoplastic and/or cold plastic traffic markings in conformity with these specifications and the details shown on the plans or established.

2. **SPECIFICATIONS:** This work shall conform to Section 626 and Section 628 respectively and all referenced sections of the "Mississippi Standard Specifications for Road and Bridge Construction".

3. **BASIS OF PAYMENT:** Thermoplastic and/or cold plastic traffic markings will be paid for at the contract unit price per mile, linear foot, or square foot, as applicable, which shall be full compensation for completing the work as specified.

REFLECTORIZED SIGNS

1. **DESCRIPTION:** This work shall consist of furnishing and installing reflectorized traffic signs and markers and reflectorized warning signs together with all necessary accessories and posts in reasonably close conformity with the requirements shown on the plans and set out in these specifications. Existing traffic signs to be relocated shall be reinstalled with new sign posts.

2. **SPECIFICATIONS:** This work shall be in accordance with Section 630 of the Standard Specification.

RECORD DRAWINGS

1. **DESCRIPTION:** The Contractor shall be responsible for maintaining one (1) set of record or "as-built" drawings documenting any changes or additions to the plans and specifications, as well as the locations of all utility service connections. These record drawings shall be returned to the Engineer as part of the project closeout procedures.

   No separate payment will be made for Record Drawings.

Byrum Construction Inc
P O Box 660
Starkville, MS 39760

City of Tupelo, Mississippi
City Hall
71 East Troy St
1st Floor Purchasing Office
Attn: Kim Hanna

Bid for Project # 2026-039PW
Title: Chickasaw Heritage Center Natchez Trace Intersection 2026-039PW
Starkville, Mississippi 39759
Certificate of Responsibility # 20561-MC

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	Fifty-One Thousand Seven Hundred Sixty-Eight and 39/100 Dollars **$51,768.39**	$ **51,768.39**
2.	Removal of Pipe, All Sizes	8 L.F.	Ninety-Three and 72/100 Dollars **$93.72**	$ **749.73**
3.	Removal of Fence	50 L.F.	Fourteen and 99/100 Dollars **$14.99**	$ **749.73**
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	Seven and 88/100 Dollars **$7.88**	$ **25,625.00**
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	Ten and 97/100 Dollars **$10.97**	$ **10,965.00**
6.	Watering	5 K Gal.	Twenty and 00/100 Dollars **$20.00**	$ **100.00**
7.	Mowing	1 Acre	Two Hundred Fifty and 00/100 Dollars **$250.00**	$ **250.00**
8.	Grassing	1 Acre	One Thousand Twenty-Five and 63/100 Dollars **$1,025.63**	$ **1,025.63**
9.	Agricultural Limestone	3 Ton	Seven Hundred Fifty-Two and 13/100 Dollars **$752.13**	$ **2,256.38**

10.	Mulch, Vegetative Mulch	3 Ton	One Thousand Twenty-Five and 63/100 Dollars **$1,025.63**	$ 3,076.88
11.	Temporary Grassing	1 Acre	Three Thousand Four Hundred Eighteen and 75/100 Dollars **$3,418.75**	$ 3,418.75
12.	Temporary Silt Fence	1,250 L.F.	Four and 79/100 Dollars **$4.79**	$ 5,982.81
13.	Wattles, 20”	120 L.F.	Eleven and 62/100 Dollars **$11.62**	$ 1,394.85
14.	Rip Rap for Erosion Control	20 Ton	One Hundred Fifty-Four and 73/100 Dollars **$154.73**	$ 3,094.65
15.	Select Borrow (PM)	3,350 C.Y.	Twenty and 80/100 Dollars **$20.80**	$ 69,683.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	One Hundred Fourteen and 87/100 Dollars **$114.87**	$ 28,717.50
17.	Granular Material (Crushed Stone)	555 C.Y.	One Hundred Two and 56/100 Dollars **$102.56**	$ 56,923.34
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	Two Hundred Fifty and 25/100 Dollars **$250.25**	$ 52,803.28
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	Two Hundred Forty-Six and 15/100 Dollars **$246.15**	$ 51,937.65
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	Two Hundred Fifty-Four and 36/100 Dollars **$254.36**	$ 40,188.09
21.	15” HDPE Pipe	100 L.F.	Fifty-Eight and 02/100 Dollars **$58.02**	$ 5,802.30
22.	15” Reinforced Concrete Headwall (Poured in Place)	4 EA.	One Thousand Eight Hundred Ninety-Four and 84/100 Dollars **$1,894.84**	$ 7,579.37
23.	18” Reinforced Concrete Pipe, Class III	64 L.F.	Ninety-One and 85/100 Dollars **$91.85**	$ 5,878.40

24.	18” Reinforced Concrete Headwall (Poured in Place)	2 EA.	Three Thousand Three Hundred Thirty-Eight and 41/100 Dollars **$3,338.41**	$	**6,676.82**
25.	Maintenance of Traffic	1 L.S.	Five Thousand Eight Hundred Eighty and 25/100 Dollars **$5,880.25**	$	**5,880.25**
26.	Additional Construction Signs	1 S.F.	Ten and 00/100 Dollars **$10.00**	$	**10.00**
27.	Standard Roadside Construction Signs	8 Each	One Hundred Ninety-One and 45/100 Dollars **$191.45**	$	**1,531.60**
28.	Mobilization	1 L.S.	Ninety Thousand Four Hundred Seventy-One and 00/100 Dollars **$90,471.00**	$	**90,471.00**
29.	4” Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	Three and 90/100 Dollars **$3.90**	$	**3,312.77**
30.	4” Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	Seven and 18/100 Dollars **$7.18**	$	**6,820.41**
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	Three and 90/100 Dollars **$3.90**	$	**1,422.54**
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	Twenty-One and 54/100 Dollars **$21.54**	$	**2,810.73**
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	Twenty-One and 54/100 Dollars **$21.54**	$	**796.91**
34.	Barricades, Type III, Single Faced	24 L.F.	Twenty-Eight and 72/100 Dollars **$28.72**	$	**689.22**
35.	Standard Roadside Signs	9 Each	Five Hundred Twelve and 81/100 Dollars **$512.81**	$	**4,615.31**
36.	Roadway Construction Stakes	1 L.S.	Twenty-Four Thousand One Hundred Forty-Nine and 98/100 Dollars **$24,149.98**	$	**24,149.98**

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) **$** 629,158.25

$ Six hundred twenty nine thousand one hundred fifty eight & 25/100 dollars
(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Byrum Construction Inc. Attest: _____

SEAL (if Bid is by a Corporation)

Signature _____

Title Owner

Address PO Box 660

Starkville, MS 39760

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, Byrum Construction, Inc.,
as Principal, and FCCI Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five percent of Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 2026.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____ (L.S.)
(Principal) Byrum Construction, Inc.

_____
(Surety) FCCI Insurance Company

By: Kyle Chandler IV, Attorney in Fact

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

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.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Danielle H Marshall; Kyle Chandler IV; Natalie Wheeler; James T Briggs II

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 29th day of September, 2026

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE GROUP

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Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

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Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

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Dated this 29th day of September, 2026

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Proposal From:	J.M. Duncan INC.
	P.O. Box 1355
	Ripley, MS 38663
Bid For:	CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION
	City of Tupelo, Mississippi
	Bid #2026-039PW
Proposal To:	City of Tupelo
	City Hall
	71 East Troy Street, 1st Floor Purchasing Office
	Attn: Kim Hanna
	Tupelo, MS 38801
Proposal Date:	September 29th, 2026 @ 10:00 AM
C.O.R. #:	16029-MC

ESI PROJECT NO.:
T16-3051D

DATE:
August 2026

CONTRACT DOCUMENTS

AND

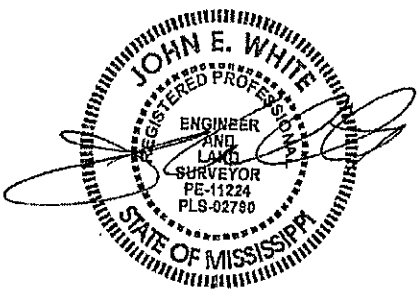
SPECIFICATIONS

FOR

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION

FOR THE

CITY OF TUPELO, MISSISSIPPI
(BID # 2026-039PW)



ENGINEERING SOLUTIONS INC

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (2026-039PW)

Proposal of J. M. Duncan, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCEZ TRACE INTERSECTION as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	Fifty Thousand Dollars $50,000.00	$ 50,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	Fifty Dollars $50.00	$ 400.00
3.	Removal of Fence	50 L.F.	Twenty Dollars $20.00	$ 1,000.00
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	Twenty Five Dollars $25.00	$ 81,250.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	Thirty Five Dollars $ 35.00	$ 35,000.00
6.	Watering	5 K Gal.	Fifty Dollars $50.00	$ 250.00
7.	Mowing	1 Acre	Five Hundred Fifty Dollars $550.00	$ 550.00
8.	Grassing	1 Acre	Four Thousand Dollars $4,000.00	$ 4,000.00
9.	Agricultural Limestone	3 Ton	Three Hundred Dollars $300.00	$ 900.00

10.	Mulch, Vegetative Mulch	3 Ton	Three Hundred Dollars $300.00	$ 900.00
11.	Temporary Grassing	1 Acre	Three Thousand Dollars $3,000.00	$ 3,000.00
12.	Temporary Silt Fence	1,250 L.F.	Five Dollars $5.00	$ 6,250.00
13.	Wattles, 20"	120 L.F.	Fifteen Dollars $15.00	$ 1,800.00
14.	Rip Rap for Erosion Control	20 Ton	One Hundred Dollars $100.00	$ 2,000.00
15.	Select Borrow (PM)	3,350 C.Y.	Thirty Five Dollars $35.00	$ 117,250.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	Eighty Dollars $80.00	$ 20,000.00
17.	Granular Material (Crushed Stone)	555 C.Y.	One Hundred Twenty Dollars $120.00	$ 66,600.00
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	Two Hundred Ten Dollars $210.00	$ 44,310.00
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	Two Hundred Dollars $200.00	$ 42,200.00
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	Two Hundred Twenty Dollars $220.00	$ 34,760.00
21.	15" HDPE Pipe	100 L.F.	Seventy Dollars $70.00	$ 7,000.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	One Thousand Eight Hundred Dollars $1,800.00	$ 7,200.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	One Hundred Thirty Dollars $130.00	$ 8,320.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	Two Thousand four Hundred Dollars $2,400.00	$ 4,800.00
25.	Maintenance of Traffic	1 L.S.	Ten Thousand Dollars $10,000.00	$ 10,000.00
26.	Additional Construction Signs	1 S.F.	Ten Dollars $10.00	$ 10.00
27.	Standard Roadside Construction Signs	8 Each	One Hundred Eighty Dollars $180.00	$ 1,440.00
28.	Mobilization	1 L.S.	Fifty Five Thousand $55,000.00	$ 55,000.00
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	Six Dollars and Sixty Cents $6.60	$ 5,610.00
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	Six Dollars and Sixty Cents $6.60	$ 6,270.00
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	Eleven Dollars $11.00	$ 4,015.00
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	Sixteen Dollars and Fifty Cents $16.50	$ 2,153.25
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	Eleven Dollars $11.00	$ 407.00
34.	Barricades, Type III, Single Faced	24 L.F.	Thirty Three Dollars $33.00	$ 792.00
35.	Standard Roadside Signs	9 Each	Five Hundred Fifty Dollars $550.00	$ 4,950.00
36.	Roadway Construction Stakes	1 L.S.	Fifteen Thousand Dollars $15,000.00	$ 15,000.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) $ 695,387.25

$ Six Hundred Ninety Five Thousand, Three Hundred Eighty Seven Dollars and Twenty Five Cents
(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company J.M. Duncan, Inc.

Signature

Title PRESIDENT

Address P.O. Box 1355

Ripley, MS 38663

Attest: Randle Boyd
SEAL (if Bid is by a Corporation)



CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, J. M. Duncan, Inc.,
as Principal, and Western Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five percent of amount bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 2026.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

J. M. Duncan, Inc.
By _____ (L.S.)
(Principal)

Western Surety Company
(Surety)

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.

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, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 30th day of January, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of January, 2026, before me personally came Larry Kasten, 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 a 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
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Form F4280-6-2023

AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE September 30, 2026

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION BID NO. 2026-039PW - **DRB**

Request:

We are requesting the Contract Approval for the Chickasaw Heritage Center Natchez Trace Intersection Bid No. 2026-039PW.

The Bid Award Approval has been presented to Council on October 6, 2026.

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT made this ___ day of _____, 2026 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and James A. Hodges Const., Inc., doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 120 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **four hundred thirty-four thousand nine hundred forty-three dollars and 30 cents ($434,943.30)**, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) Advertisement for Bids
   (B) Information for Bidders
   (C) Bid Proposal
   (D) Bid Documents
   (E) Bid Bond
   (F) Agreement
   (G) Certificate of Owner's Attorney
   (H) General Conditions
   (I) Special Conditions
   (J) Payment Bond
   (K) Performance Bond
   (L) Notice of Award
   (M) Notice to Proceed
   (N) Change Order
   (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY: Todd Jordan
Name: Todd Jordan
Title: Mayor

ATTEST:

BY: Kim Hanna
Name: Kim Hanna
Title: City Clerk

OWNER'S SEAL

CONTRACTOR:

JAMES A. HODGES CONSTRUCTION, INC.

BY: J A Hodges
Name: James A. Hodges
Title: President

ATTEST:

BY: Robin Rodgers
Name: Robin Rodgers
Title: Secretary



CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

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^{th}) 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

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Ben M. Logan, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements 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 agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: _____

DATE: 10-6-20

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

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:

GSA1401389

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

James A. Hodges Const., Inc.
1281 A CR 811
Saltillo, MS 38866

a corporation, hereinafter called PRINCIPAL and Palomar Casualty and Surety Company
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **four hundred thirty-four thousand nine hundred forty-three dollars and 30 cents ($434,943.30)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

Robin Rodgers
(Principal) Secretary

(SEAL)

Witness as to Principal
1281 A CR 811
Address
Saltillo, MS 38866

James A. Hodges Const., Inc.
Principal
By: _____
1281 A CR 811
Address
Saltillo, MS 38866

JAMES A HODGES CONSTRUCTION INC. CORPORATE SEAL 2002 MISSISSIPPI

ATTEST:

Witness as to Surety
1625 West Causeway Approach
Address
Mandeville, LA 70471

Palomar Casualty and Surety Company
Surety
By: _____
Attorney-In-Fact
1625 West Causeway Approach
Address
Mandeville, LA 70471

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

GSA1401389

CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

James A. Hodges Const., Inc.
1281 A CR 811
Saltillo, MS 38866

a corporation, hereinafter called PRINCIPAL and Palomar Casualty and Surety Company
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **four hundred thirty-four thousand nine hundred forty-three dollars and 30 cents ($434,943.30)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Robin Rodgers

(Principal) Secretary

(SEAL)

Witness as to Principal
1281 A CR 811

Saltillo, MS 38866

James A. Hodges Const., Inc.

Principal

By:

1281 A CR 811

Address
Saltillo, MS 38866

JAMES A. HODGES CONSTRUCTION INC. CORPORATE SEAL 2002 MISSISSIPPI

Palomar Casualty and Surety Company

Surety

ATTEST:

Witness as to Surety

1625 West Causeway Approach

Address
Mandeville, LA 70471

By:
Attorney-In-Fact

1625 West Causeway Approach

Address
Mandeville, LA 70471

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Resident Mississippi Agent

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: GSA1401389 **Principal:** James A. Hodges Construction Inc.

Description: Chickasaw Heritage Center Natchez Trace Intersection

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

Jordan Carter

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY — SEAL — 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this _____ day, of _____, 2026.

PALOMAR SPECIALTY — SEAL — 0001

Angela Grant
Secretary

AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE October 6, 2026

SUBJECT: IN THE MATTER OF SOLE SOURCE FOR ACCUTAB FROM MEMPHIS POOL **AF**

Request:

I would like to recommend to the Mayor and City Council to approve the following sole source for the Tupelo Aquatic Center for Memphis Pool for the ACCU-TAB for the price of $220.59 for a 60lb bucket for a cost of $5,294.16 per pallet. Sole sources has been reviewed and approved by Legal.

See attached letters.

Westlake

Mike Gard
Account Excutive
mgard@westlake.com
412-638-1243

October 1, 2026

To Whom It May Concern,

Westlake Corporation, the manufacturer of the Accu-Tab® Tablet Chlorination System and Acid Rite® pH Adjustment systems distributes these systems through a network of authorized Specialists. By selling through a network of authorized Specialists, Westlake's intention is to supply each end use customer with a qualified local supplier to service the equipment and supply Accu-Tab® Blue SI and Acid Rite tablets readily.

Memphis Pool Supply, Inc is the authorized Westlake Accu-Tab® Chlorination System Specialist for west Tennessee from the Tennessee River east to the Mississippi river. Their coverage includes counties in north eastern Arkansas, southern Missouri and forty-one counties in north Mississippi, including Lee county. Memphis Pool Supply, Inc is also the center for warranty and replacement parts for Accu-Tab® Chlorination Systems and Acid Rite pH Adjustment Systems within the same region.

The Accu-Tab Chlorination System Includes:

- Accu-Tab® Chlorinators
- Accu-Tab® Blue SI Tablets – NSF 50 listed when used in conjunction with Accu-Tab® Chlorinators

The Acid Rite Water pH Adjustment System Includes:

- Acid Rite® Feeders
- Acid Rite® Tablets – NSF 50 listed when used in conjunction with Acid Rite® Feeders

The use of any other tablets in an Accu-Tab® or Acid Rite® feeder will void the warranty, NSF certification, and also cause inadequate or over chlorination or pH adjustment due to variation in dilution rate.

If you have any questions, please don't hesitate to call me at (412) 638-1243.

Thank you,

Mike Gard

Robert L Smith
Commercial Sales Mgr
Memphis Pool

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE October 2, 2026

SUBJECT: IN THE MATTER OF THE LEE COUNTY CHILD PROTECTION TASK FORCE INTERLOCAL COOPERATIVE AGREEMENT **SR**

Request:

This interlocal agreement shall be between the cities and towns of Baldwyn, Nettleton, Plantersville, Saltillo, Shannon, Sherman, and Tupelo and Lee County for the purpose of creating a cooperative, multi-jurisdictional effort for the investigation and enforcement of crimes committed against children.

LEE COUNTY CHILD PROTECTION TASK FORCE
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT shall be known as the Lee County Child Protection Task Force Interlocal Cooperative Agreement ("Agreement"), and is entered into by and between the Governing Authorities of the Cities and Towns of Baldwyn, Nettleton, Plantersville, Saltillo, Shannon, Sherman and Tupelo, and the County of Lee ("Participating Agencies"), in accordance with the provisions of the Interlocal Cooperation Act of 1974 (Miss. Code Ann. § 17-13-1 *et seq.*), for the purpose of establishing and supporting the Lee County Child Protection Task Force ("Task Force") and in furtherance thereof find the following:

WITNESSETH

WHEREAS, the Governing Authorities of the Cities and Towns of Baldwyn, Nettleton, Plantersville, Saltillo, Shannon, Sherman and Tupelo are duly elected governing bodies of said Cities and Towns and have the duty and authority by law to adequately fund the operation of their respective police departments, pursuant to Section 21-21-3 Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include those laws penalizing the commission of crimes against children; and

WHEREAS, the Board of Supervisors of Lee County is the duly elected governing body of said County and have the duty and authority by law to adequately fund the operation of the offices of Sheriff, pursuant to Section 19-25-13, Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include those laws penalizing the commission of crimes against children; and

WHEREAS, crimes committed against children, including abuse, exploitation, trafficking, neglect, and other offenses involving persons under the age of eighteen (18), present a serious threat to the safety and welfare of children and the communities in which they reside, and the investigation and enforcement of such crimes often require specialized training, personnel, technology, expertise, and other resources that may exceed the capabilities of individual law enforcement agencies, particularly smaller agencies with limited staffing and funding; and

WHEREAS, the Participating Agencies recognize that crimes against children may cross jurisdictional boundaries and are more effectively addressed through coordinated investigative efforts, information sharing, and the pooling of personnel, expertise, equipment, and other resources, and therefore desire to establish a joint law enforcement task force to enhance the investigation, enforcement, and prosecution of crimes committed against persons under the age of eighteen (18) and to promote the protection and welfare of children throughout the participating jurisdictions; and

WHEREAS, the Participating Agencies hereby state their belief that such an efficient, coordinated law enforcement effort may best be accomplished through a formal

agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974", Sections 17-13-1 through 17-13-11, of the Mississippi Code Annotated of 1972 (as amended), which requires approval by the Attorney General of the State of Mississippi.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1*, et seq*., Mississippi Code of 1972 (as amended), the Participating Agencies agree to the following:

I. PARTIES

The parties to this Interlocal Agreement are:

- Lee County, Mississippi
- City of Baldwyn, Mississippi
- Town of Nettleton, Mississippi
- Town of Plantersville, Mississippi
- City of Saltillo, Mississippi
- Town of Shannon, Mississippi
- Town of Sherman, Mississippi
- City of Tupelo, Mississippi

II. PURPOSE

The purpose of this Agreement is to establish a cooperative multi-jurisdictional child protection task force within Lee County, Mississippi, for the investigation and enforcement of crimes committed against children as defined under the laws of the State of Mississippi, including but not limited to, offenses involving physical or sexual abuse, exploitation, neglect, trafficking, kidnapping, and other criminal conduct directed against or involving persons under eighteen (18) years of age. The participating agencies intend through this Agreement to promote coordinated investigations, improve investigative effectiveness, enhance victim protection, and provide a unified response among participating law enforcement agencies.

III. LEGAL AUTHORITY

This interlocal cooperative agreement is entered into pursuant to the terms of the Interlocal Cooperation Act of 1974 codified as Miss. Code Ann. § 17-13-1 *et seq*. (1972, as amended). The law enforcement agencies of counties and municipalities are thereby authorized to jointly enforce the criminal laws of this state within their respective jurisdictions.

This Task Force and this Agreement are subject to the approval of the Attorney General of the State of Mississippi pursuant to applicable Mississippi law governing multi-jurisdictional task forces and cooperative law enforcement agreements.

No operation under this Interlocal Agreement shall commence until all required approvals have been obtained.

IV. HOST AGENCY

Lee County, Mississippi and the Lee County Sheriff's Office shall serve as the Host Agency for the Task Force and shall provide administrative oversight, office space, financial management, operational coordination, and such additional support as may be agreed upon by the Participating Agencies.

V. STAFFING AND PERSONNEL CONTRIBUTIONS

A. Lee County Contribution

Lee County, Mississippi, through the Lee County Sheriff's Office, shall provide one (1) full-time investigator assigned exclusively or primarily to the Task Force.

B. City of Tupelo Contribution

The City of Tupelo, Mississippi, through the Tupelo Police Department, shall provide one (1) full-time detective assigned exclusively or primarily to the Task Force. The Tupelo Police Department Detective assigned to the Task Force shall be sworn in as a Deputy of the Lee County Sheriff's Office to allow for full law enforcement authority within Lee County, including within the jurisdictional boundaries of each participating municipality lying in Lee County.

C. Lead Investigative Responsibilities

The full-time investigator provided by Lee County and the full-time detective provided by the City of Tupelo shall serve as the lead investigators and detectives for the Task Force. The Lead Investigators shall be primarily responsible for:

- Conducting investigations assigned to the Task Force;
- Coordinating investigative activities among participating agencies;
- Preparing and presenting cases to prosecuting authorities and grand juries;
- Maintaining investigative records and reports; and
- Performing such other duties as are necessary to fulfill the mission of the Task Force.

D. Employment Matters

- Personnel assigned to the Task Force shall always remain the employees of their respective parent agencies. All matters concerning employment compensation, wage and hour concerns under the FLSA, and any other matter relating to employer-employee relations are the responsibility of assigned personnel's parent agency.
- Legal representation will not be afforded by the Task Force, or the Host Agency, for claims arising from the performance of duties under this Agreement. Said representation must originate with the assigned personnel's parent agency.
- All officers assigned to the Task Force by the parties hereto must be certified by the Minimum Standards Board and must meet requirements imposed on a police officer regarding background investigations, work history, polygraph examination, urinalysis, and similar requirement(s), but shall be exempt from the age requirements and

limitations provided, however, that no such officer shall be less than twenty-one years of age.

- Assigned personnel will be trained in and will be expected to follow accepted methods and procedures of field testing, chain-of-custody, evidence handling, case reporting, and accounting for public funds.
- Each agency shall compensate their assigned personnel and defray their individual expenses in the manner currently utilized by the respective agencies while such personnel operate under this contract.
- Each Participating Agency shall obtain and maintain general and/or law enforcement liability insurance in an amount of $1,000,000, or of an amount equal to the maximum law enforcement liability insurance coverage maintained by the Participating Agency, but in no event shall such coverage be less than $500,000, and such insurance shall cover any errors, omissions, or liabilities of any kind committed by their assigned personnel in furtherance of those duties contained herein.

VI. FINANCIAL CONTRIBUTIONS

A. Annual Municipal Contributions

The following municipalities shall each contribute the sum of Five Thousand Dollars ($5,000.00) annually to support the operation of the Task Force:

- Saltillo
- Shannon
- Plantersville

B. Municipalities Partially Located in Lee County

Because portions of the following municipalities are located within Lee County, Mississippi, the municipalities of Baldwyn, Nettleton, and Sherman shall collectively contribute the sum of Five Thousand Dollars ($5,000.00) annually to the Task Force, with each of these municipalities contributing One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,666.67) per year.

C. Use of Funds

Funds contributed under this Interlocal Agreement may be used for operational expenses of the Task Force, including but not limited to equipment, training, travel, investigative expenses, forensic services, office supplies, technology, and other lawful expenditures related to the investigation of crimes against children. All such expenses shall be at the discretion of the Host Agency.

VII. DUTIES OF PARTICIPATING MUNICIPALITIES

Each participating municipality agrees to:

- Assist the Task Force with the initial intake and preliminary response to allegations and reports involving crimes against children occurring within its jurisdiction;
- Provide reasonable assistance, personnel, and resources to the Task Force when requested and as operationally necessary;

- Cooperate in joint investigations and the sharing of information and records necessary for the successful investigation by the Task Force, except that any such sharing of records shall not be inconsistent with applicable law; and
- Support the mission and objectives of the Task Force through interagency cooperation.

VIII. ADMINISTRATION

The Participating Agencies acknowledge that additional policies, procedures, operational protocols, budgeting procedures, supervisory structures, evidence handling procedures, reporting requirements, and administrative provisions may be developed and adopted subsequent to the execution of this Interlocal Agreement.

Such supplemental procedures shall be consistent with this Interlocal Agreement and applicable law.

Venue for the enforcement of the terms of this agreement shall be the Circuit Court of Lee County, Mississippi.

Should any provision of this Agreement be found to be unconstitutional or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

IX. TERM AND TERMINATION

This Interlocal Agreement shall become effective upon execution by all necessary parties and approval by the Attorney General of the State of Mississippi and shall remain in effect until terminated.

Any participating agency may withdraw from this Interlocal Agreement upon providing ninety (90) days written notice to the other Participating Agencies.

Termination by one participating agency shall not automatically terminate the Agreement as to the remaining agencies.

No amendment to this Agreement, including the addition of new parties, shall be effective unless it is set forth in writing and adopted by all parties hereto in a manner provided by law and approved by the Attorney General prior to its implementation.

This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed with the Chancery Clerk of Lee County, Mississippi and with the Secretary of State of the State of Mississippi.

X. LIABILITY

Each Participating Agency shall remain responsible for the acts and omissions of its own officers, employees, and agents in accordance with the Mississippi Tort Claims Act and other applicable law.

Nothing contained herein shall be construed as creating any waiver of sovereign immunity or other legal defense available under Mississippi law.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding among the Participating Agencies concerning the establishment and operation of the Lee County Child Protection Task Force and may be amended only by written agreement executed by the participating parties.

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Baldwyn Board of Alderman on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

CITY OF BALDWYN, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
CITY CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Nettleton Board of Alderman on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

TOWN OF NETTLETON, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
TOWN CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Plantersville Board of Alderman on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

TOWN OF PLANTERSVILLE, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
TOWN CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Saltillo Board of Alderman on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

CITY OF SALTILLO, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
CITY CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Shannon Board of Alderman on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

TOWN OF SHANNON, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
TOWN CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Sherman Board of Alderman on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

TOWN OF SHERMAN, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
TOWN CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Tupelo City Council on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

CITY OF TUPELO, MISSISSIPPI

_____
MAYOR

_____
DATE

ATTEST:

_____
CITY CLERK

WHEREUPON, the foregoing Lee County Child Protection Task Force Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the Lee County Board of Supervisors on this the _____day of _____, 2026.

WITNESS OUR SIGNATURES:

LEE COUNTY, MISSISSIPPI

_____
PRESIDENT, BOARD OF SUPERVISORS

_____
DATE

ATTEST:

_____
CLERK

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: STEPHEN N. REED, ASSISTANT CITY ATTORNEY

DATE 10/06/26

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC. FOR TRANSPORTATION SERVICES **SR**

REQUEST:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TUPELO AND GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

WHEREAS, Northeast Mississippi Community Services, Inc. Transportation Program is a federally funded 5311 Rural General Public Transportation Program through Mississippi Department of Transportation.

WHEREAS, Northeast Mississippi Community Services, Inc.'s administrative location is in Prentiss County, Mississippi. NEMCS, Inc. is located at 801 Hatchie Street Booneville, Mississippi. NEMCS, Inc. operates public transportation in the areas of Prentiss, Alcorn, Tishomingo, Marshall, Itawamba, and Desoto counties.

WHEREAS, There exists and independent relationship between Northeast Mississippi Community Services, Inc. and the government of the City of Tupelo and governing Board; and

WHEREAS, the executive branches of the City of Tupelo and Governing Board ("City of Tupelo") and Northeast Mississippi Community Services, Inc., have issued executive orders to begin contractual services for transportation within the City of Tupelo. These services shall be implemented and begin on October 1, 2026 and will follow a twelve month contract.

WHEREAS, the City of Tupelo and Governing Board, and Northeast Mississippi Community Services, desire to work together in coordination and cooperation with each other in government-to-government relationship for the benefit of both parties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. **PURPOSE**

The purpose of this memorandum of Understanding is to formalize the terms and conditions Northeast Mississippi Community Services, Inc. and the City of Tupelo will employ to effectively provide transportation services to the citizens of Tupelo, Mississippi.

II. **CONTACT PERSONS**

Unless otherwise stated, the appropriate contact person for the City of Tupelo and Governing Board for matters pertaining to this Memorandum of Understanding shall be:

Don Lewis
COO, City of Tupelo
City of Tupelo
71 E Troy St,
Tupelo, MS 38804
(662) 840-2059
Don.Lewis@tupeloms.gov

The appropriate contact person(s) for the Northeast Mississippi Community Services, Inc. shall be:

Steve Gaines
Director, Northeast Mississippi Community Services, Inc.
NEMCS, Inc.
P. O. Box 930, 801 Hatchie Street
Booneville, MS 38829
(662) 728-2118; Fax (662) 728-8720
sgaines@maxxsouth.net

The City of Tupelo shall contact the above-designated individual(s), or successor(s), for NEMCS, Inc., and NEMCS, Inc. shall contact the above-designated individual, or successor, for the City of Tupelo when either party has any questions related to this Memorandum of Understanding.

III. IMPLEMENTATION, OBJECTIVES AND RESPONSIBILITIES

A. IMPLEMENTATION

This Memorandum of Understanding shall be immediately effective upon the signature of the parties hereto.

B. OBJECTIVES

The parties hereto agree to providing residents of the city of Tupelo daily access to transportation to and from community Medical Facilities, Educational Institutions, social activity sites, and other destinations determined by the city, which they currently are not able to travel to. Northeast Mississippi Community Services, Inc. has the ability and the means to enhance and improve the quality of life to the citizens of Tupelo by providing mobility through coordinated, safe and affordable transportation.

C. RESPONSIBILITIES

1. **NEMCS, Inc. and the City of Tupelo agree as follows:**

   a. That NEMCS, Inc. shall provide transportation services to the residents of Tupelo for a maximum of 16 hours per day, five (5) days per week pursuant to the attached Route consisting of one (1) page and incorporated herein as Exhibit "A". The parties further agree that trips will be provided within the limits of the City of Tupelo.

   b. That NEMCS, Inc. shall provide these services for a thirteen (13) month pilot program period beginning on or about **October 1, 2026** ending on or about **September 30, 2027.**

   c. That the City of Tupelo shall pay the sum of $144,900 to be billed by NEMCS, Inc. and paid on a monthly basis for said twelve (12) month period.

d. That the parties agree that, upon written agreement, the period for providing transportation services can be renewed as well as expanded on an annual basis for a sum to be negotiated for said services.
e. NEMCS, Inc will provide 5 vans actively running and 2 backup vehicles if needed to be run during day time hours of 5:30 a.m. until 7:00 p.m. on 5 days of the week Monday through Friday, or as otherwise adjusted as agreed by the parties.
f. NEMCS, Inc. will provide maintenance on these vehicles by outsourcing through local vendors.
g. The City of Tupelo will notify Law Enforcement of the set transit routes so that protection will be available at all times for the daily routes.
h. The City of Tupelo has adopted the name of the transit service to be called "Tupelo Transit".
i. The City of Tupelo has expressed that NEMCS, Inc. will be the primary and sole agency in charge of this venture.
j. The City of Tupelo has agreed to wrap four of the buses and three vans with its own designs and will work with Toyota to open up a venue for advertising and marketing by local businesses to be used to gain revenue for NEMCS, Inc.
k. Northeast Mississippi Community Services, Inc. will charge a fare to ride the Fixed Route system of $2.00 per one-way trip.

V. SOVEREIGNTY

The parties hereto have entered into this Memorandum of Understanding for the sole purpose of enhancing government-to-government cooperation between the City of Tupelo and the Northeast Mississippi Community Services, Inc. The Memorandum of Understanding does not, and shall not be construed to change, enlarge, diminish, or waive the sovereignty or jurisdiction of either party or the rights, privileges or immunities of either party or any person. In addition, this Memorandum of Understanding does not, and shall not be construed to create any right to administrative or judicial review, or any other right, benefit or responsibility, substantive or procedural, enforceable by any person against Northeast Mississippi Community Services, Inc., the City of Tupelo, their officers or employees, or any other person, except as expressly agreed to herein.

VI. INSURANCE

Northeast Mississippi Community Services, Inc. agrees to provide the following insurance coverage and limits.

COVERAGE	LIMITS OF LIABILITY
Employer's Liability	$1,000,000
Bodily, Injury Liability	$1,000,000 per occurrence ($3,000,000 aggregate)
Property Damage Liability	$500,000 per occurrence ($500,000 aggregate)
Automobile Bodily Injury Liability	$1,000,000 per occurrence ($3,000,000 aggregate)
Excess Umbrella Liability	$4,000,000 per occurrence

Northeast Mississippi Community Services, Inc. agree to indemnify the City against any and all claims, damages, losses, liabilities, fees, fines and penalties and other losses and expenses arising out of or related to the conduct of the Service Provider at no cost to the City of Tupelo.

VII. REPORTING

A. Northeast Mississippi Community Services, Inc. shall provide on not less than a quarterly basis the following data as either part of its invoicing to the City or as a periodic report attached to its invoice:

- Cost of route
- Total miles of each trip
- Total vehicle hours and miles of each trip
- Total fares collected for each trip
- Routes and stops for each service vehicle

B. Northeast Mississippi Community Services, Inc. shall provide a monthly report of any clientele complaints made and the response provided by the Service Provider.

C. Northeast Mississippi Community Services, Inc. shall provide a quarterly report of any vehicle accidents or incidents involving riders. Northeast Mississippi Community Services, Inc. shall also provide an immediate incident report within twenty-four (24) hours to the City of Tupelo of any injuries to clientele during the provision of service.

VIII. ADDITIONAL REQUIREMENTS

Northeast Mississippi Community Services, Inc. will demonstrate the capability to fulfill the following professional and administrative requirements.

- Remain abreast of and abide by current, local, state and federal laws, regulations and policies affecting the provision of services. Northeast Mississippi Community Services, Inc. will propose services in accordance with Federal Transportation Administration (FT A) guidelines for drug testing of employees, safety/security, reporting, DBE program, certification and assurances, and vehicle maintenance.
- Northeast Mississippi Community Services, Inc. will provide records access upon City request.
- Northeast Mississippi Community Services, Inc. will provide a system of handling and resolving customer complaints as expeditiously as possible, including responding to all complaints within twenty-four (24) hours and maintaining a log of all complaints.
- Northeast Mississippi Community Services, Inc. is a private non-profit community action agency that offers several programs for the elderly, disabled, low income, and general public including transportation. Our agency began transportation services in 1978 in the counties of Alcorn, Prentiss, Tishomingo and Marshall. We operate a 5310 and 5311 transportation contract program with Mississippi Department of Transportation. We offer general public transportation in the counties of Alcorn, Prentiss, Tishomingo, Itawamba and Marshall. We offer a fixed and flex route system as part of contract services for Region IV Mental Health in the counties of Alcorn, Prentiss, Tishomingo and Desoto. With the support of MDOT, our contract partners, and our local elected officials, we have successfully provided transportation services within our service area.
- As part of the 5311 General Public Transportation program offered by NEMCS Inc., we provide curb to curb transit service to individuals within Alcorn, Prentiss, Tishomingo, Itawamba and Marshall Counties. This service requires the coordinated efforts of our staff in the functions of receiving, scheduling, and dispatching, of transportation personnel in order to provide not only adequate, but exceptional, transportation service.

IX. AMENDMENTS

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties.

X. TERMINATION

This Memorandum of Understanding may be terminated by either party at the end of the agreed upon ending date of September 30, 2027.

XI. EXECUTION

The parties agree that this Memorandum of Understanding shall be submitted to both the executive branches of the City of Tupelo and Northeast Mississippi Community Services, Inc., and that nothing contained in this Memorandum of Understanding or any amendments thereto shall become effective until executed both by Northeast Mississippi Community Services, Inc. and the City of Tupelo.

WE, THE UNDERSIGNED, HEREBY AGREE TO THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO AND ITS GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

STEVE GAINES, EXECUTIVE DIRECTOR
NEMCS, INC.

DATE

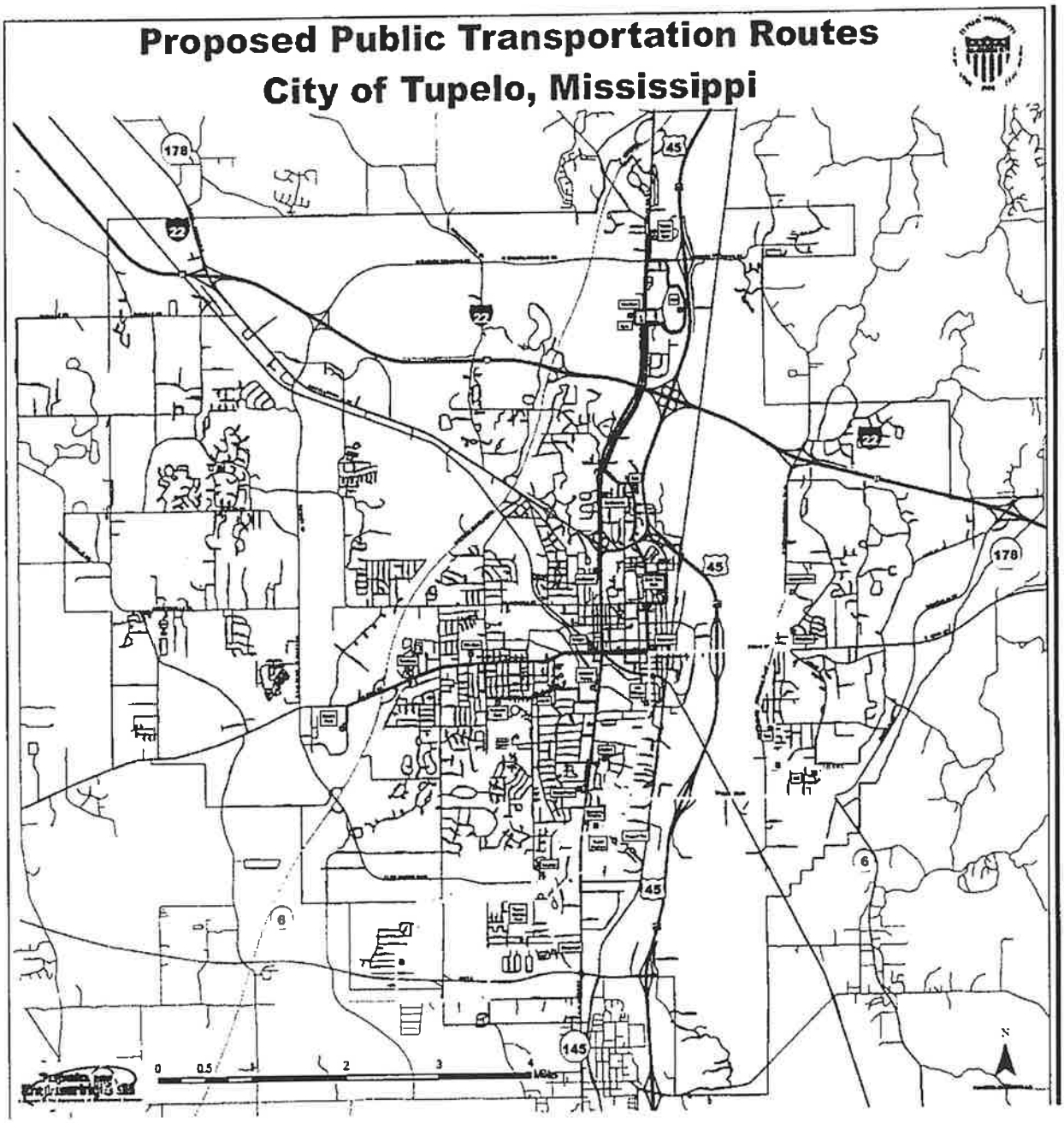
CITY OF TUPELO, MISSISSIPPI

Todd Jordan, MAYOR
CITY OF TUPELO

DATE

EXHIBIT "A"

TUPELO TRANSIT ROUTES



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Huntington Bank Arena

DATE September 30, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF HUNTINGTON BANK ARENA MINUTES OF AUGUST 17, 2026 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF AUGUST 17, 2026 **KK**

Huntington Bank
ARENA AND
CONFERENCE CENTER

Tupelo Coliseum Commission
Regular Meeting Minutes
August 17, 2026

Be it is known that the Tupelo Coliseum Commission did meet in regular session on Monday, August 17, 2026, at 3:00 p.m. in the Commerce Room with the following present:

Chair- Darrell Marecle
Vice Chair- Stephanie Coomer
Commission Secretary- Cooper Miller
Commissioner- Keith Henley
Commissioner- Neal McCoy
Commissioner-Jessica Hollinger- via phone

Representatives of the City of Tupelo Present:
Kevan Kirkpatrick –Executive Director -Huntington Bank Arena and Conference Center
Leslie Bailey-Office Manager-Huntington Bank Arena
Kim Hanna- CFO

Chair Darrell Marecle called the meeting to order at 3:00 p.m.

Approval of the minutes from July 2026 were discussed. Commission Secretary Cooper Miller made a motion to approve the minutes as written, seconded by Vice Chair Stephanie Coomer. All commission members voted aye; the motion passed.

Financial Report
Kim Hanna discussed the financial report.

Director's Report
Kevan gave us an update on our past events. We had Creed on 07/25 selling approximately 8,000 tickets and it was a sold-out show. Dance Like the Stars was on 08/08 and we had 26 meeting events.

Kevan also gave an update on upcoming events. We have the 9/11 Memorial Stair Climb on 09/12, and 32 meeting events including Wingate and Charlotte football teams.

Old Business:
None was discussed

Huntington Bank
ARENA AND
CONFERENCE CENTER

New Business

Approval for bid#2026-034CO Arena PAHU-1 was discussed. The contract was awarded to SM Lawrence for $150,000.00 as the lowest and best bidder. Commissioner Keith Henley made a motion to approve the contract as written, seconded by Commission Secretary Cooper Miller. All commission members voted aye; the motion passed.

Approval of SOPA (School and Office Products) as a sole source vendor for Hussey Seating to repair, service and maintain our arena seating and retractable risers was discussed. Vice Chair Stephanie Coomer made a motion to approve, seconded by Commissioner Keith Henley. All commission members voted aye; the motion passed.

Approval to move September Commission meeting from the 21st to the 28th was discussed. Commissioner Keith Henley made a motion to approve, seconded by Commission Secretary Cooper Miller. All commission members voted aye; the motion passed.

Check Approval:

Check approval of July 2026 was discussed. Commissioner Keith Henley made a motion to approve, seconded by Vice Chair Stephanie Coomer. All commission members voted aye; the motion passed.

Adjournment:

Chair Darrell Marecle adjourned the meeting at approximately 3:20 p.m.

Cooper Miller
Secretary

Darrell Marecle
Chair

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE September 28, 2026

SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS **JT**

Request:

I respectfully request your approval to surplus the following items:

- Two (2) floating aerators removed from the Colonial Estates sewer pumping station

After declaration as surplus, these items will be sold as scrap.
Thank you for your cooperation.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE September 30, 2026

SUBJECT: IN THE MATTER OF AWARD OF BID # 2026-036WL – FRONT STREET RENOVATIONS **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, October 6, 2026:

Bid No. 2026-036WL – Front Street Renovations to the low qualified bid submitted by M&N Construction, LLC in the amount of $1,189,770.00.

Complete List of Bidders:

M&N Construction, LLC	$1,189,770.00
E3 Construction Corp. dba Mastercraft Builders	$1,228,258.00
Sanderson Construction Company, Inc.	$1,322,000.00
DC Services, LLC	$1,352,900.00
Roberts Builders, Inc.	$1,395,000.00
Raymond & Sons Construction, LLC	$1,412,500.00
Hooker Construction, Inc.	$1,470,800.00
Worsham Brothers, Inc.	$1,579,600.00
Flagstar Construction Company, Inc.	$1,628,800.00

Minute Entry Sign Up Sheet

Date: 9/29/2026
Time: 2:00

Bid # 2026-036WL Department: WL

Project: CSA RENOVATION PROJECT

Attendance	Company
Jude Armstrong	COT
JESS MAY	ARCHITECTURE SOUTH
LINDA SMITH	" "
Nic Nichols	M+N Const.
Chris Moody	Roberts Builders, Inc
Aidan Fowler	Master Craft Builders
Wes Walters	Sanderson Construction
Jay Carroll	" "
Ron Bateman	S S
Johnny Timmons	Tupelo W+L
Kim Hanna	COT

Tupelo Water & Light
CSA Renovations
City of Tupelo, MS

ARCHITECT:

ArchitectureSouth, P.A.
499 Gloster Creek Village Suite D3
Tupelo, MS 38801
Office: (662)844-5843

PROJECT NO.: A/E# 25009 Bid# 2026-036 WL
BID DATE AND TIME: **September 29, 2026 at 2:00 p.m.**

CONTRACTOR	CERT OF RESP. #	BONDING COMPANY	RECEIPT OF ADDENDA			BASE BID	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Unit Price #1	TOTAL AWARD
			No. 1	No. 2	No. 3	Provide all work in accordance with the Project Manual and Drawings for the sum of:	Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.	Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.	Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.	Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.	Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.	Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.	
M&N Construction, LLC	22119-MC 04/05/2027	Palomare	X	X	X	$1,035,000.00	$35,720.00	$20,525.00	$2,840.00	$34,485.00	$61,200.00	$95.00	$1,189,770.00
E3 Construction Corp DBA Mastercraft Builders	23861-MC 06/17/2027	Palomare	X	X	X	$1,088,242.00	$40,074.00	$24,702.00	$8,445.00	$37,650.00	$29,145.00	$161.93	$1,228,258.00
Sanderson Construction Company, Inc.	01894-MC 10/22/2027	Merchants	X	X	X	$1,200,000.00	$34,000.00	$20,000.00	$5,000.00	$40,000.00	$23,000.00	$200.00	$1,322,000.00
DC Services, LLC	21962-MC 11/09/2026	Hanover Insurance	X	X	X	$1,245,000.00	$36,000.00	$22,700.00	$3,000.00	$30,000.00	$16,200.00	$200.00	$1,352,900.00
Roberts Builders, Inc.	04854-MC 07/05/2027	Travelers	X	X	X	$1,292,000.00	$34,000.00	$18,000.00	$5,000.00	$16,000.00	$30,000.00	$100.00	$1,395,000.00
Raymond & Sons Construction, LLC	27427-MC 05/06/2027	Palomare	X	X	X	$1,290,000.00	$30,700.00	$17,600.00	$3,700.00	$31,000.00	$39,500.00	$149.00	$1,412,500.00
Hooker Construction, Inc.	03552-MC 01/14/2027	Western Surety	X	X	X	$1,287,000.00	$62,000.00	$29,800.00	$9,000.00	$58,000.00	$25,000.00	$250.00	$1,470,800.00
Worsham Brothers, Inc.	00034-MC 04/08/2027	Western Surety	X	X	X	$1,409,000.00	$44,000.00	$18,800.00	$4,500.00	$34,300.00	$69,000.00	$130.00	$1,579,600.00
Flagstar Construction Company, Inc	10817-MC 04/13/2027	Arch Insurance	X	X		$1,452,000.00	$27,700.00	$15,900.00	$4,200.00	$32,000.00	$97,000.00	$178.00	$1,628,800.00

I HEREBY CERTIFY THAT THE ABOVE BIDS ARE TRUE AND CORRECT AND WERE SUBMITTED AND RECEIVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI.



Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One Million Thirty five thousand —— Dollars ($ 1,035,000)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
Thirty five thousand seven hundred twenty Dollars ($ 35,720)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Twenty thousand five hundred twenty five Dollars ($ 20,525)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Two thousand eight hundred forty Dollars ($ 2,840)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Thirty four thousand four hundred eighty five Dollars ($ 34,485)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Sixty One thousand two hundred Dollars ($ 61,200)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

Ninety Five Dollars ($ 95.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 09/22/26 No. 3 Date 09/25/26 No. ___ Date ___
No. 2 Date 09/25/26 No. ___ Date ___ No. ___ Date ___

Proposed subcontractors (Required)

Mechanical: Rhudy
Plumbing: M+L
Electrical: Lackey

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 09/29/2026

Name and Title Conner Carruth CFO

Name of Business M & N Construction LLC
(Complete spelling - exact as recorded at the Contractor's Board)

Address 1439 E Main Street

City/State/Zip Code Tupelo, MS 38804

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One Million Thirty five thousand —— Dollars ($ 1,035,000)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
Thirty five thousand seven hundred twenty Dollars ($ 35,720)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Twenty thousand five hundred twenty five Dollars ($ 20,525)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Two thousand eight hundred forty Dollars ($ 2,840)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Thirty four thousand four hundred eighty five Dollars ($ 34,485)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Sixty One thousand two hundred Dollars ($ 61,200)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

Ninety Five Dollars ($ 95.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1	Date 09/22/26	No. 3	Date 09/25/26	No. ___	Date ___		
No. 2	Date 09/25/26	No. ___	Date ___	No. ___	Date ___		

Proposed subcontractors (Required)

Mechanical: Rhudy
Plumbing: M+L
Electrical: Lackey

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 09/29/2026

Name and Title Conner Carruth CFO

Name of Business M & N Construction LLC

(Complete spelling - exact as recorded at the Contractor's Board)

Address 1439 E Main Street

City/State/Zip Code Tupelo, MS 38804

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

M & N Construction, LLC
1439 E Main Street
Tupelo, MS 38804

SURETY:
(Name, legal status and principal place of business)
Palomar Casualty and Surety Company
1625 West Causeway Approach
Mandeville, LA 70471
Mailing Address for Notices

OWNER:
(Name, legal status and address)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Tupelo Water & Light CSA Renovations City of Tupelo, MS A/E#25009 Bid# 2026-036WL

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

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of September, 2026.

Stephanie Armstrong
(Witness)

M & N Construction, LLC
(Principal) *(Seal)*

By: _____
(Title)

Stephanie Joyner
(Witness)

Palomar Casualty and Surety Company
(Surety) *(Seal)*

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

PALOMAR CASUALTY AND SURETY SEAL 0001

S-0054/AS 8/10

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** M & N Construction, LLC

Description: Tupelo Water & Light CSA Renovations City of Tupelo, MS A/E#25009 Bid# 2026-036WL

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon (***"PSIC"***), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, (***"PCSC"*** and together with PSIC, the ***"Companies"*** or each ***"Company"***), do hereby make, constitute, and appoint:

Fielden Mitts

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY SEAL 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day, of September, 2026.

PALOMAR SPECIALTY SEAL 0001

Angela Grant
Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

M & N Construction, LLC
1439 E Main Street
Tupelo, MS 38804

SURETY:
(Name, legal status and principal place of business)
Palomar Casualty and Surety Company
1625 West Causeway Approach
Mandeville, LA 70471
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Tupelo Water & Light CSA Renovations City of Tupelo, MS A/E#25009 Bid# 2026-036WL

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

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of September, 2026.

Stephanie Armstrong
(Witness)

M & N Construction, LLC
(Principal) *(Seal)*

By: _____
(Title)

Tiffany Joiner
(Witness)

Palomar Casualty and Surety Company
(Surety) *(Seal)*

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

PALOMAR CASUALTY AND SURETY SEAL 0001

S-0054/AS 8/10

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** M & N Construction, LLC

Description: Tupelo Water & Light CSA Renovations City of Tupelo, MS A/E#25009 Bid# 2026-036WL

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon (***"PSIC"***), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, (***"PCSC"*** and together with PSIC, the ***"Companies"*** or each ***"Company"***), do hereby make, constitute, and appoint:

Fielden Mitts

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY
SEAL
0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day, of September, 2026.

PALOMAR SPECIALTY
SEAL
0001

Angela Grant
Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE E3 Construction Corp. dba Master Craft Builders
3905 RC Lane, Tupelo, MS 38801
as Principal, hereinafter called the Principal, and Palomar Casualty and Surety Company
1625 West Causeway Approach, Mandeville, LA 70471
a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Tupelo Water & light CSA Renovation City of Tupelo, MS Bid # 2026-036WL

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 29th day of September , 2026

(Witness)

E3 CONSTRUCTION CORP DBA MASTER CRAFT BUILDERS CORPORATE SEAL

E3 Construction Corp. dba Master Craft Builders
(Principal) (Seal)
By: (Title)

(Witness)

PALOMAR CASUALTY AND SURETY MISSISSIPPI QUALITY SEAL 0001

Palomar Casualty and Surety Company
(Surety) (Seal)
By:
Attorney-in-Fact Jordan Carter (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** E3 Construction Corp. dba Master Craft Builders

Description: Tupelo Water & light CSA Renovation City of Tupelo, MS Bid # 2026-036WL

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon (***"PSIC"***), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, (***"PCSC"*** and together with PSIC, the ***"Companies"*** or each ***"Company"***), do hereby make, constitute, and appoint:

Jordan Carter

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY SEAL 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day, of September, 2026.

PALOMAR SPECIALTY SEAL 0001

Angela Grant
Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE E3 Construction Corp. dba Master Craft Builders
3905 RC Lane, Tupelo, MS 38801

as Principal, hereinafter called the Principal, and Palomar Casualty and Surety Company
1625 West Causeway Approach, Mandeville, LA 70471

a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Tupelo Water & light CSA Renovation City of Tupelo, MS Bid # 2026-036WL

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 29th day of September , 2026

(Witness)

E3 CONSTRUCTION CORP DBA MASTER CRAFT BUILDERS CORPORATE SEAL

E3 Construction Corp. dba Master Craft Builders
(Principal) (Seal)
By: (Title)

(Witness)

PALOMAR CASUALTY AND SURETY COMPANY SEAL 0001

Palomar Casualty and Surety Company
(Surety) (Seal)
By:
Attorney-in-Fact Jordan Carter (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** E3 Construction Corp. dba Master Craft Builders

Description: Tupelo Water & light CSA Renovation City of Tupelo, MS Bid # 2026-036WL

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon (***"PSIC"***), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, (***"PCSC"*** and together with PSIC, the ***"Companies"*** or each ***"Company"***), do hereby make, constitute, and appoint:

Jordan Carter

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY
SEAL
0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day, of September, 2026.

PALOMAR SPECIALTY
SEAL
0001

Angela Grant
Secretary

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One million eighty-eight thousand two hundred forty two Dollars ($1,088,242)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
Forty thousand seventy four Dollars ($40,074)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Twenty four thousand seven hundred two Dollars ($24,702)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Eight thousand four hundred forty-five Dollars ($8,445)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Thirty-seven thousand six hundred fifty Dollars ($37,650)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Twenty-nine thousand one hundred forty five Dollars ($29,145)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

One hundred sixty dollars and ninety three cents Dollars ($161.93)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1	Date 9/22/26	No. 3	Date 9/25/26	No. NA	Date NA		
No. 2	Date 9/25/26	No. NA	Date NA	No. NA	Date NA		

Proposed subcontractors (Required)

Mechanical: Rhudy Heating & Air
Plumbing: M & L Plumbing
Electrical: Lackey Electric

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 9/29/26

Name and Title Clay Evans President

Name of Business E3 Construction Corp. dba Master Craft Builders
(Complete spelling - exact as recorded at the Contractor's Board)

Address 3905 RC Lane

City/State/Zip Code Tupelo, MS, 38801

Bidder's Certificate of Responsibility Numbers(s): 23861-MC

End of Section 003000

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Sanderson Construction Co., Inc.
3004 Cliff Gookin Blvd.
Tupelo, MS 38801

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

OWNER:
(Name, legal status and address)
City of Tupelo
71 East Troy St.
Tupelo, MS 38804

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
CSA Renovation - Tupelo Water and Light Dept
Tupelo, MS 38804

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

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of September, 2026

(Witness)

Sanderson Construction Co., Inc.
(Principal) (Seal)

(Title) Pres.

(Witness)

Merchants National Bonding, Inc.
(Surety) (Seal)

(Title) Jerry M. LeCroy, Attorney-In-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles J LeCroy; Jerry M LeCroy

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One million two hundred thousand 00/100 Dollars ($ 1,200,000.00)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
Thirty four thousand 00/100 Dollars ($ 34,000.00)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Twenty thousand 00/100 Dollars ($ 20,000.00)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Five thousand 00/100 Dollars ($ 5,000.00)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Forty thousand +00/00 Dollars ($ 40,000.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Twenty three thousand +00/00 Dollars ($ 23,000.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

Dollars ($ 200.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/22/26 No. 2 Date 9/25/26 No. 3 Date 9/25/26
No. ___ Date ___ No. ___ Date ___ No. ___ Date ___

Proposed subcontractors (Required)

Mechanical: Kline
Plumbing: Kline
Electrical: Lackey

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Tony Carroll Date 9/29/26

Name and Title Tony Carroll - President

Name of Business Sanderson Construction Co. , Inc
(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 393

City/State/Zip Code Amory, MS 38821

Bidder's Certificate of Responsibility Numbers(s): 01894-MC

End of Section 003000

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One million two hundred thousand dollars & 00 Dollars ($1,200,000.00)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
Thirty four thousand & 00 Dollars ($34,000.00)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Twenty thousand & 00 Dollars ($20,000.00)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Five thousand & 00 Dollars ($5,000.00)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Forty thousand + 00 Dollars ($ 40,000.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Twenty three thousand + 00 Dollars ($ 23,000.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

Dollars ($ 200.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/22/26 No. 2 Date 9/25/26 No. 3 Date 9/25/26
No. ___ Date ___ No. ___ Date ___ No. ___ Date ___

Proposed subcontractors (Required)

Mechanical: Kline
Plumbing: Kline
Electrical: Lackey

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Tony Carroll Date 9/29/26

Name and Title Tony Carroll - President

Name of Business Sanderson Construction Co. , Inc
(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 393

City/State/Zip Code Amory, MS 38821

Bidder's Certificate of Responsibility Numbers(s): 01894-MC

End of Section 003000

D C Services, LLC
P.O. Box 2293
Oxford, MS 38655

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Bid #: 2024-053PR
Bid for: Tupelo Water & Light CSA Renovation
Using Agency: City of Tupelo, MS
A/E# 25009 / Bid #2026-036 WL
Date: 09/29/26 @ 2:00 PM
CR# 21962-MC

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

DC Services, LLC
P.O. Box 2293
Oxford, MS 38655

SURETY:
(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Tupelo, Mississippi
71 East Troy Street
Tupelo, MS 38801

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Project Bid #2026-036WL
Tupelo Water & Light CSA Renovation, City of Tupelo, MS
A/E#25009

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

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of September, 2026.

(Witness)

DC Services, LLC
(Principal) *(Seal)*

By:
(Title) Managing Member

(Witness) Trina Cobb, witness

The Hanover Insurance Company
(Surety) *(Seal)*

By:
(Title) Debbie Dunaway, Attorney-in-Fact

Marsh Agency

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Debbie Dunaway

Of **Ridgeland, MS** individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 ($50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond
Principal: DC Services, LLC
Obligee: City of Tupelo, Mississippi

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **April 2025**

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this **22nd** day of **April, 2025** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M.Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 29th day of September 2026.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

one million two hundred forty five thousand and 00/100 Dollars ($1,245,000.00)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
thirty six thousand and 00/100 Dollars ($36,000.00)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
twenty two thousand seven hundred and 00/100 Dollars ($22,700.00)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
three thousand and 00/100 Dollars ($3,000.00)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #4 (X) Adds ( ) Deducts

thirty thousand and 00/100 Dollars ($ 30,000.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Sixteen thousand two hundred and 00/100 Dollars ($ 16,200.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

two hundred and 00/100 Dollars ($ 200.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/22/26 No. 3 Date 9/25/26 No. ___ Date 9/2/26 - Memo #1
No. 2 Date 9/25/26 No. ___ Date ___ No. ___ Date ___

Proposed subcontractors (Required)

Mechanical: Lauderdale Mechanical
Plumbing: Lauderdale Mechanical
Electrical: Lackey Electric

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 9/29/26

Name and Title David Carroll, Managing Member

Name of Business D C Services, LLC

(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 2293

City/State/Zip Code Oxford, MS 38655

Bidder's Certificate of Responsibility Numbers(s): 21962-MC

End of Section 003000

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One Million Two Hundred Ninety Two Thousand Dollars ($ 1,292,000)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts

Thirty four Thousand Dollars ($ 34,000)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts

Eighteen Thousand Dollars ($ 18,000)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts

Five thousand Dollars ($ 5,000)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Sixteen Thousand Dollars ($ 16,000)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Thirty Thousand Dollars ($ 30,000)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

One Hundred Dollars ($ 100)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/22/26 No. 2 Date 9/25/26 No. 3 Date 9/25/26
No. ___ Date _____ No. ___ Date _____ No. ___ Date _____

Proposed subcontractors (Required)

Mechanical: Lauderdale Mechanical Group, Inc.
Plumbing: Lauderdale Mechanical Group, Inc.
Electrical: Lackey's Electrical

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Casey Roberts Date 9-29-26

Name and Title Casey Roberts President

Name of Business Roberts Builders, Inc.
(Complete spelling - exact as recorded at the Contractor's Board)

Address 204 West First Street

City/State/Zip Code Ripley, MS 38663

Bidder's Certificate of Responsibility Numbers(s): 04854-MC

End of Section 003000

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One Million Two Hundred Ninety Two Thousand Dollars ($1,292,000)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts

Thirty Four Thousand Dollars ($34,000)

Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts

Eighteen Thousand Dollars ($18,000)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts

Five Thousand Dollars ($5,000)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Sixteen Thousand Dollars ($ 16,000)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Thirty Thousand Dollars ($ 30,000)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

One Hundred Dollars ($ 100)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/22/26 No. 2 Date 9/25/26 No. 3 Date 9/25/26
No. ___ Date _____ No. _____ Date _____ No. ___ Date _____

Proposed subcontractors (Required)

Mechanical: Lauderdale Mechanical Group, Inc
Plumbing: Lauderdale Mechanical Group, Inc.
Electrical: Lackey's Electrical

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Casey Roberts Date 9-29-26

Name and Title Casey Roberts President

Name of Business Roberts Builders, Inc.
(Complete spelling - exact as recorded at the Contractor's Board)

Address 204 West First Street

City/State/Zip Code Ripley, MS 38663

Bidder's Certificate of Responsibility Numbers(s): 04854-MC

End of Section 003000

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Roberts Builders, Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 E. Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars ($**5%**),

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

WHEREAS, the Principal has submitted a bid for **Tupelo Water & Light CSA Renovation, Tupelo, MS**
Bid #2026-036WL, A/E #25009

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

Signed and sealed this **29th** day of **September**, **2026**.

(Witness)

Roberts Builders, Inc.
(Principal) (Seal)

President
(Title)

Janice McCoy
(Witness)

Janice McCoy

Travelers Casualty and Surety Company of America
(Surety) (Seal)

(Title)
Cooper W. Permenter, Attorney-in-Fact
MS Resident Agent

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS,1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

TRAVELERS

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

POWER OF ATTORNEY

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 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 **13th** day of **May**, **2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March**, **2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, 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 **29th** day of **September** , **2026** .

SEAL SEAL SEAL

_____
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.

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Roberts Builders, Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 E. Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

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

WHEREAS, the Principal has submitted a bid for **Tupelo Water & Light CSA Renovation, Tupelo, MS**
Bid #2026-036WL, A/E #25009

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

Signed and sealed this **29th** day of **September**, **2026**.

(Witness)

Roberts Builders, Inc.

(Principal) (Seal)

President
(Title)

Janice McCoy
(Witness)

Janice McCoy

Travelers Casualty and Surety Company of America

(Surety) (Seal)

(Title)

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

TRAVELERS

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

POWER OF ATTORNEY

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 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 **13th** day of **May**, **2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March**, **2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, 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 **29th** day of **September** , **2026** .

SEAL SEAL SEAL

_____
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.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One Million Two Hundred Ninety Thousand Dollars 00/100 Dollars ($1,290,000.00)

Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts

Thirty Thousand and seven hundred 00/100 Dollars ($ 30,700.00)

Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts

Seventeen thousand and six hundred 00/100 Dollars ($ 17,600.00)

Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts

Three thousand and seven hundred 00/100 Dollars ($ 3700.00)

Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #4 (X) Adds ( ) Deducts

Thirty-one thousand 00/100 Dollars ($ 31,000.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Thirty-nine thousand and five hundred 00/100 Dollars ($ 39,500.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

One hundred and forty-nine 00/100 Dollars ($ 149.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9-22-2026 No. 3 Date 9-25-2026 No. ___ Date _____
No. 2 Date 9-25-2026 No. ____ Date _____ No. ___ Date _____

Proposed subcontractors (Required)

Mechanical: Raymond & Sons Construction, LLC (27427-MC)
Plumbing: RH Plumbing, INC (08089)
Electrical: Phillips Electric, LLC (24782-MC)

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 9-29-2026

Name and Title Ramon Rodriguez-Galardy (President)

Name of Business Raymond & Sons Construction, LLC
(Complete spelling - exact as recorded at the Contractor's Board)

Address 5878 Canton Park Dr

City/State/Zip Code Jackson, MS, 39211

Bidder's Certificate of Responsibility Numbers(s): 27427-MC

End of Section 003000

Hooker Construction, Inc.
P.O. Box 8
Thaxton, MS 38871
662-489-2567

City of Tupelo, City Hall
ATTN: Traci Dillard
71 East Troy St.
Tupelo, MS 38801

Bid Enclosed For:
Tupelo Water & Light CSA Renovations
#2024-053PR
City of Tupelo, MS
A/E# 25009
Bid #2026-036WL
Bid Date: September 29, 2026 @ 2:00 p.m.
COR# 03552-MC

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One million Two Hundred Eighty Seven Thousand Dollars ($1,287,000.00)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
Sixty Two Thousand Dollars ($62,000.00)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Twenty Nine Thousand Eight Hundred Dollars ($29,800.00)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Nine Thousand Dollars ($9,000.00)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Fifty Eight Thousand Dollars ($ 58,000.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Twenty Five Thousand Dollars ($ 25,000.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

Two hundred Fifty Dollars ($ 250.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/22/26 No. 2 Date 9/25/26 No. 3 Date 9/25/26
No. ___ Date _____ No. ___ Date _____ No. ___ Date _____

Proposed subcontractors (Required)

Mechanical: Lauderdale Mechanical 11706-SC
Plumbing: Lauderdale Mechanical 11706-SC
Electrical: Lackey's Electrical 06438-MC

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 09/29/2026

Name and Title Graden Hooker, President

Name of Business Hooker Construction, Inc.
(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 8

City/State/Zip Code Thaxton, MS 38871

Bidder's Certificate of Responsibility Numbers(s): 03552-MC

End of Section 003000

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Hooker Construction, Inc.**

as Principal, hereinafter called the Principal, and **Western Surety Company**

a corporation duly organized under the laws of the State of **South Dakota**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 E. Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

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

WHEREAS, the Principal has submitted a bid for **Tupelo Water & Light CSA Renovation - Bid #2026-036WL**

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

Signed and sealed this **29th** day of **September**, **2026**.

Cindi H. Webb
(Witness)

Hooker Construction, Inc.

(Principal) *(Seal)*

Graden Hooker *(Title)* President

Janice McCoy
(Witness)

Janice McCoy

Western Surety Company

(Surety) *(Seal)*

(Title)

Cooper W. Permenter, Attorney-in-fact

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, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 30th day of January, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2026, before me personally came Larry Kasten, 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 a 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
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Form F4280-6-2023

Worsham Brothers, Inc.
Post Office Box 146
12 Cantrell Road (38834)
Corinth, Mississippi 38835-0146
Certificate of Responsibility Number 00034-MC

City of Tupelo
71 East Troy Street
Tupelo, Mississippi 38801

Bid For Project: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E #25009
Certificate of Responsibility Number 00034-MC

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One Million Four Hundred Nine Thousand Dollars ($1,409,000.00)

Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts

Forty Four Thousand Dollars ($ 44,000.00)

Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts

Eighteen Thousand Eight Hundred Dollars ($ 18,800.00)

Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts

Four Thousand Five Hundred Dollars ($ 4,500.00)

Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #4 (X) Adds ( ) Deducts

Thirty Four Thousand Three Hundred Dollars ($ 34,300.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Sixty Nine Thousand Dollars ($ 69,000.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

One Hundred Thirty Dollars ($ 130.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1	Date 9/22/2026	No. 2	Date 9/25/2026	No. 3	Date 9/25/2026		
No. ___	Date _____	No. _____	Date _____	No. ___	Date _____		

Proposed subcontractors (Required)

Mechanical: Kline Mechanical Systems

Plumbing: Kline Mechanical Systems

Electrical: Ramey Electrical Services

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 09/29/2026

Name and Title Mickey Hill, Director, Vice-President

Name of Business Worsham Brothers, Inc.

(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 146

City/State/Zip Code Corinth, Mississippi 38835-0146

Bidder's Certificate of Responsibility Numbers(s): 00034-MC

End of Section 003000

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Worsham Brothers, Inc.**

as Principal, hereinafter called the Principal, and **Western Surety Company**

a corporation duly organized under the laws of the State of **South Dakota**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 East Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent amount of bid**

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

WHEREAS, the Principal has submitted a bid for **Tupelo Water & Light CSA Renovation, Tupelo, MS**
Bid #2026-036 WL, A/E #25009

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

Signed and sealed this **29th** day of **September** **2026**

WORSHAM BROTHERS, INC. CORPORATE SEAL MISSISSIPPI 1969

Jeri Hurley
(Witness)

Worsham Brothers, Inc.

(Principal)

Mickey Hill *(Title)* Director

Western Surety Company

Janice McCoy
(Witness)
Janice McCoy

(Surety) *(Seal)*

Cooper W. Permenter
(Title)
Cooper W. Permenter, Attorney-in-Fact
MS Resident Agent

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 30th day of January, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2026, before me personally came Larry Kasten, 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 a 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
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

BID FOR:

Tupelo Water & Light CSA Renovations

PROJECT #:

2026-036WL

PROJECT OWNER:

City of Tupelo

BID DATE:

September 29, 2026

BID FROM:

FLAGSTAR CONSTRUCTION COMPANY, INC.

COR # 10817 – MC

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ADDENDUM 2, ATTACHMENT A

PROPOSAL FORM REVISED
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2026-036WL
Project Title: Tupelo Water & Light CSA Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

One million four hundred fifty two thousand Dollars ($1,452,000.00)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds ( ) Deducts
twenty seven thousand seven hundred Dollars ($27,700.00)
Description:
Provide work in Main Hallway 6, 15A, 15B and 17, and Office 8, 9, 11, 12 and 21 that includes the demolition of existing light fixture, ceiling tile grid, and ceiling tiles; and the installation of new light fixtures, new 2x2 ceiling tile grid and new 2x2 ceiling tiles as indicated in the Drawings and Specifications in lieu of new 2x4 ceiling tile in base bid.

Alternate #2 (X) Adds ( ) Deducts
Fifteen thousand nine hundred Dollars ($15,900.00)
Description: Provide work in Break Room 18 that includes the demolition of existing light fixture, ceiling tile grid and ceiling tiles and the installation of new light fixture, 2x2 ceiling tile grid and 2x2 ceiling tiles as indicated in the Drawings and Specifications.

Alternate #3 (X) Adds ( ) Deducts
Four thousand two hundred Dollars ($4,200.00)
Description: Provide work in Break Room 18 that includes the demolition of existing 2x4 ceiling tiles and the installation new 2x4 ceiling tiles as indicated in the Drawings and Specifications.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

Alternate #4 (X) Adds ( ) Deducts

Thirty two thousand Dollars ($ 32,000.00)

Description: Provide monument sign including, but not limited to, labor and installation of concrete foundation, block, adhered stone veneer, cast stone top, and exterior metal sign as indicated in Drawings and Specifications. Include in alternate pricing, exterior metal sign allowance amount in the amount of $18,000 – see 019000 Division One Supplement, Allowances Schedule.

Alternate #5 (X) Adds ( ) Deducts

Ninety seven thousand Dollars ($ 97,000.00)

Description: Provide exterior work on adjacent maintenance building that includes brick repointing as required and preparation of existing brick veneer to receive new paint, and resealing windows and replacing broken window glazing as indicated in the Drawings and Specifications.

UNIT PRICES:

Unit Price #1: Floor Leveling

One hundred seventy eight Dollars ($ 178.00)

Description: Provide a unit price per bag for material and labor for self leveling flooring underlayment for amounts required that exceed 1/8" thickness for area receiving new flooring. Reference 090561 Common Work Results for Flooring Preparation.

Bidder acknowledges the receipt of the following addenda:

No. 1	Date 9/22/26	No. ____	Date ____	No. ___	Date ____
No. 2	Date 9/25/26	No. ____	Date ____	No. ___	Date ____

Proposed subcontractors (Required)

Mechanical: Kline Mechanical
Plumbing: Kline Mechanical
Electrical: Lackeys Electric

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred sixty (360)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars ($250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

Tupelo Water & Light CSA Renovation
City of Tupelo, MS
A/E#25009
Bid# 2026-036WL

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Michael R. Parker Date 9/29/2026

Name and Title Michael R. Parker, Project Manager

Name of Business FLAGSTAR Construction Company, Inc.
(Complete spelling - exact as recorded at the Contractor's Board)

Address 2006 Aspen Cove

City/State/Zip Code Brandon, MS 39042

Bidder's Certificate of Responsibility Numbers(s): 10817-MC

End of Section 003000

McGriff, a Marsh & McLennan Agency LLC Company

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157
PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

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

KNOW ALL MEN BY THESE PRESENTS, that we Flagstar Construction Company, Inc.
2006 Aspen Cove, Brandon, MS 39042
as Principal, hereinafter called the Principal, and Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 600, Jersey City, NJ 07311-1107
a corporation duly organized under the laws of the state of MO
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 E. Troy Street, Tupelo, MS 38801
as Obligee, hereinafter called 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 Prinicipal has submitted a bid for Tupelo Water & Light CSA Renovation, City of Tupelo, MS, A/E#25009, Bid# 2026-036WL, as per proposal

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

Signed and sealed this 29th day of September 2026

(Witness)

Flagstar Construction Company, Inc.
(Principal) (Seal)
By Michael R. [illegible], Project Manager
(Title)

Gail Thomas (Witness)

Arch Insurance Company
(Surety)
By
(Attorney-in-fact & Res. Miss. Agent)
Joshua T. Jones

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Candice R McCarty, Charles F. Porter, Denise Wilcox, Joshua T. Jones and Wesley McCubbins of Ridgeland, MS (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **22nd day of October, 2025**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi,** a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated October 22, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th **day of** September **20**26.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Arch | Insurance

Permitted Use Letter
Arch Insurance Company Corporate Seal for Surety Bonds

Due to the COVID-19 pandemic and the resulting governmental and health agency rules and guidelines, Arch Insurance Company hereby permits and authorizes the Attorney-In-Fact named on the attached Power Of Attorney to use and affix the Corporate Seal of Arch Insurance Company to Surety Bonds issued and executed of behalf of Arch Insurance Company by attaching a copy of this Permitted Use Letter to such Surety Bond.

When this Permitted Use Letter and accompanying Power of Attorney are attached to a Surety Bond by the named Attorney-In-Fact, Arch Insurance Company agrees and certifies that the Corporate Seal for Arch Insurance Company shall be deemed stamped and affixed to that Surety Bond to the same extent and effect as if the raised and embossed Corporate Seal of Arch Insurance Company was physically attached to the Surety Bond.

This Permitted Use Letter shall only be effective and binding when used and attached to Surety Bonds during the specified period:

Use First Effective Date: **April 22, 2020**

Use Termination Date: **December 31, 2026**

Attested and Certified on December 31, 2025 by Arch Insurance Company:

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

To verify the authenticity of this Permitted Use Letter, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com

Please refer to the above named Attorney-in-Fact and the details of the bond and documents to which the Permitted Use Letter is attached.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 10/06/26

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE ORDINANCE TO REZONE PROPERTY PARCEL 075V-22-004-01 LOCATED ON COLEY ROAD – AGRICULTURE/OPEN SPACE TO MIXED USE - MUAC **TN**

REQUEST:

REZONING APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 **Fax:** (662) 841-6550
Email: permits@tupeloms.gov

MUNIS RZ26-04
Received By: MS
Date Received: 8-3-26
(for office use only)

Permit Fee: $200 ***(Non-refundable)***

PROPERTY INFORMATION

PROJECT LOCATION:
(ADDRESS & PARCEL # REQUIRED): Parcel Id - 075V-22-001-01 / Coley Rd

ACRES TO BE REZONED: 3.4 **REZONING DISTRICT:** Agricultural

PROPOSED USE: Mixed Use Activities Center MUAC **OVERLAY DISTRICT: YES** ____ **NO** ____ *(IF YES, OVERLAY APPLICATION IS REQUIRED)*

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: Tombigbee Electric Power Assn. Email: shendrix@tombigbeeelectric.com

Address: 1346 Auburn Rd. City: Tupelo State: MS Zip Code: 38804

Phone Number(s): 662-842-7635

APPLICANT CONTACT INFORMATION (*if different than owner*):

Name: Scott Hendrix Email: shendrix@tombigbeeelectric.com

Address: 1346 Auburn Rd City: Tupelo State: MS Zip Code: 38804

Phone Number(s) 662-322-3826

ENGINEER/CONSULTANT CONTACT INFORMATION:

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number(s) _____

REQUIRED ATTACHMENTS ***(all required attachments must be submitted BEFORE the Planning Committee Meeting)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission _____
2. Plat of the property sought to be rezoned, 82 X 112 inches in size, to scale showing dimensions thereof and width of any streets contiguous thereto. _____
3. Legal description of area to be rezoned must be provided in Microsoft Word format via email _____
4. Geo-Referenced AutoCAD .dwg file of parcel surveys _____

PLEASE SEE REVERSE SIDE

1. The Planning Committee shall consider each proposed amendment and shall make recommendations to the City Council regarding whether to approve or deny each proposed amendment. The recommendation shall be based on the following criteria:
    a. Conformance with the Comprehensive Plan;
    b. Otherwise, that changes have occurred in the area since the Plan and Zoning Ordinance were adopted which warrants the requested zone;
    c. City utilities and sewer can accommodate the uses allowable in the requested zone;
    d. The allowable uses in the requested zone will not adversely affect the character of the area and result in a decrease of property values;
    e. There is a need for additional land within the City to be zoned the classification which is requested.

    **The burden of the proof shall be on the applicant to prove these criteria are satisfied.*

2. Submit application no later than four (4) weeks prior to the next meeting of the Planning Committee which is held on the first Monday of each month.
3. Applicant must be represented at the meeting which is held at 6:00 PM in the City Hall Council Chambers located on the second floor at 71 East Troy Street.

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the meeting, the application could be tabled or denied. I understand that if I am not the property owner, written, notarized permission from the property owner must be submitted to the Planning Committee or the application could be tabled or denied.

Applicant Signature: _____ **Date:** 8/4/2026

EXHIBIT B

INDEXING INSTRUCTIONS:
Northwest Quarter of Section 22 and the Southwest Quarter of Section 15, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

PREPARED BY:
Jean Magee Hogan
Phelps Dunbar LLP
One Mississippi Plaza, 7th Floor
P. O. Box 1220
Tupelo, Mississippi 38802-1220
(662) 842-7907

SPECIAL WARRANTY DEED

GRANTORS:

SUSAN M. FLANAGAN, as a Legatee and Administratrix of the Estate of Mary Ruth Vanderbeck, Deceased
159 NORMAN ROAD
HARTWELL, GA 30643-4497
(706) 376-1804

ANN KRUZE, a Legatee
2629 TAMALPAIS AVENUE
EL CERRITO, CA 94530
(570) 236-8055

MARY JANE VANDERBECK, a Legatee
146 SHOREVIEW
PACIFICA, CA 94044
(650) 355-9599

GRANTEE:

TOMBIGBEE ELECTRIC POWER ASSOCIATION
a Mississippi non-profit corporation,
P. O. DRAWER 1789
TUPELO, MS 38802
(601) 842-7635

'01 DEC 21 PM 3 57
IN BOOK NO. ___ PAGE ___
BILL BENSON - CHANCERY CLERK
BY _____ D.C.

I CERTIFY THAT ... TAX ON THIS INSTRUMENT HAS FULLY BEEN PAID

01193 9
011882

In consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **SUSAN M. FLANAGAN**, as a legatee and Administratrix of the ESTATE OF MARY RUTH VANDERBECK, deceased, **ANN KRUZE**, a legatee and **MARY JANE VANDERBECK**, a legatee do hereby convey and warrant specially unto **TOMBIGBEE**

ELECTRIC POWER ASSOCIATION, a Mississippi non-profit corporation, the real property and all improvements situated thereon located in the County of Lee, State of Mississippi, and described as follows:

Commencing at the Southwest Corner of Section 22, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, and run thence North 02 degrees 25 minutes 15 seconds West for 965.92 feet to Station 130 + 98.65 on the centerline of Appalachian Access Highway Project No. APL-9990(2)B(Coley Road); run thence North 00 degrees 16 minutes West along the above mentioned centerline for 42.35 feet to a point; run thence North 89 degrees 44 minutes East for 50.00 feet to a point at the intersection of the East right-of-way of APL-9990(2)B and the North right-of-way of Jackson Street Extended; run thence North 00 degrees 16 minutes West for 17.75 feet to a point 50.00 feet North 89 degrees 44 minutes East of APL-9990(2)B centerline station 131 + 58.75, this point being the point of curvature of a simple 01 degree curve with the following centerline characteristics: Delta = 02 degrees, 38 minutes; Degree of Curve = 01 degree; Tangent = 131.69 feet; Length = 263.33 feet; run thence in a Northeasterly direction along the APL right-of-way along a curve for 261.04 feet to the point of tangency 50.00 feet South 87 degrees, 38 minutes East of APL-9990(2)B centerline station 134 + 22.08; run thence North 02 degrees 22 minutes East along the APL-9990(2)B right-of-way for 262.92 feet to a point 50.00 feet South 87.00 degrees 38 minutes East of APL-9990(2)B centerline station 136 + 85, this point being the point of curvature of a simple 01 degree curve with the following centerline characteristics: Delta = 02 degrees, 22 minutes; Degree of Curve = 01 degree; Tangent = 118.35 feet and length = 236.67 feet; run thence in a Northerly direction along the right-of-way of APL-9990(2)B along a curve for 238.73 feet to the point of tangency 50.00 feet East of APL-9990(2)B centerline station 139 + 21.67; run thence North along the East right-of-way of APL-9990(2)B for 787.63 feet to a point 50.00 feet East of APL-9990(2)B centerline station 147 + 09.30, this point being the point of curvature of a simple 04 degree curve with the following centerline characteristics: Delta = 18 degrees, 01 minutes; Degree of Curve = 04 degrees; Tangent = 227.08 feet and Length = 450.42 feet; run thence in a Northeasterly direction along the right-of-way of APL-9990(2)B for 434.69 feet to the point of tangency 50.00 feet South 71 degrees 59 minutes East of APL-9990(2)B centerline station 151 + 59.72; run thence North 18 degrees 01 minute East along the East right-of-way of APL-9990(2)B for 202.53 feet to a point 50.00 feet South 71 degrees 59 minutes East of APL-9990(2)B centerline station 153 + 62.25, this point being the point of curvature of a simple 04 degree curve with the following centerline characteristics: Delta = 16 degrees, 17 minutes; Degree of Curve = 04 degrees; Tangent = 204.92 feet and Length = 407.08 feet, run thence in a Northeasterly direction along the East right-of-way of APL 9990(2)B for

421.29 feet to the point of tangency 50.00 feet South 88 degrees 16 minutes West of APL-9990(2)B centerline station 157 + 69.33; run thence North 01 degrees 44 minutes East along the East right-of-way of APL-9990(2)B for 725.67 feet to a point on the North property line of the Tupelo Airport Authority property and the South property of the Mrs. Frank Vanderbeck property and a POINT OF BEGINNING; thence run along the South line of the said Vanderbeck property and along an existing fence line East for a distance of 350.00 feet to an iron pin; thence run North for a distance of 370.00 to an iron pin; thence run West for a distance of 350.00 feet to an iron pin on the eastern right-of-way of a APL-9990(2)B (Coley Road); thence run South 06 degrees 21 minutes 46 seconds East along the eastern right-of-way of said APL9990(2)B (Coley Road) for a distance of 45.17 feet; thence continue along the eastern right-of-way of a APL9990(2)B (Coley Road) South for a distance of 325.10 feet to the Point of Beginning. All lying and being in the Northwest Quarter of Section 22, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi and containing 2.97 acres.

plus the following tract:

Beginning at the Northwest Corner of the Tombigbee Electric Power Association Coley Road Substation property, said point being an iron pin located on the eastern boundary of Coley Road and run thence North along the eastern boundary of said Coley Road for a distance of 842.5 feet to the southern boundary of the City of Tupelo Sewer Pump Station property; thence run East along the southern boundary of said Sewer Pump Station property for a distance of 30.0 feet; thence run South parallel to the eastern boundary of said Coley Road for a distance of 842.5 feet to the northern boundary of the said Tombigbee Electric Power Association Coley Road Substation property; thence run West along the northern boundary of said Substation property for a distance of 30.0 feet to the Point of Beginning.

All lying and being in the Northwest Quarter of Section 22 and the Southwest Quarter of Section 15, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, and containing 0.58 acre.

This deed is executed pursuant to the authority granted by the Chancery Court of Lee County, Mississippi by decree dated December 21, 2001, in Cause No. 99-1038.

The special warranty of this conveyance is limited to claims arising by, through or under Grantors. This conveyance is further made subject to, and there is excepted from the special warranty hereof, the following:

1. Any and all prior reservations or conveyances of oil, gas, coal, lignite, sand, gravel and other minerals in, on or under the subject property.

2. Any and all easements, roadways, rights-of-way, restrictive covenants, building restrictions or other such matters of record concerning the subject property.

3. Any and all discrepancies, conflicts, encroachments, shortages in area, acreage and boundaries or other facts which would be disclosed by an accurate survey.

4. The terms and conditions of the zoning ordinance of the City of Tupelo or Lee County, Mississippi, if any.

WITNESS THE SIGNATURE of the Grantor on this, the 14th day of December, 2001.

Susan M. Flanagan

SUSAN M. FLANAGAN, as a legatee and as Administratrix of the Estate of Mary Ruth Vanderbeck, deceased

STATE OF GEORGIA
COUNTY OF HART

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14 day of December, 2001, within my jurisdiction, the within named SUSAN M. FLANAGAN, who acknowledged individually and that she is Administratrix of the Estate of Mary Ruth Vanderbeck, Deceased, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Dorothy J. Rice

NOTARY PUBLIC

(SEAL)

My Commission Expires: 07-31-05

WITNESS THE SIGNATURE of the Grantor on this, the 17th day of December 2001.

Ann Kruze

ANN KRUZE
legatee

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of Dec, 2001, within my jurisdiction, the within named ANN KRUZE, who acknowledged that she executed the above and foregoing instrument.

Sandra C. Enriquez

NOTARY PUBLIC

My Commission Expires:

March 17, 2005

(SEAL)

SANDRA C. ENRIQUEZ
Comm. # 1297502
NOTARY PUBLIC - CALIFORNIA
Alameda County
My Comm. Expires March 17, 2005

WITNESS THE SIGNATURE of the Grantor on this, the 17th day of December, 2001.

Mary Jane Vanderbeck
MARY JANE VANDERBECK,
legatee

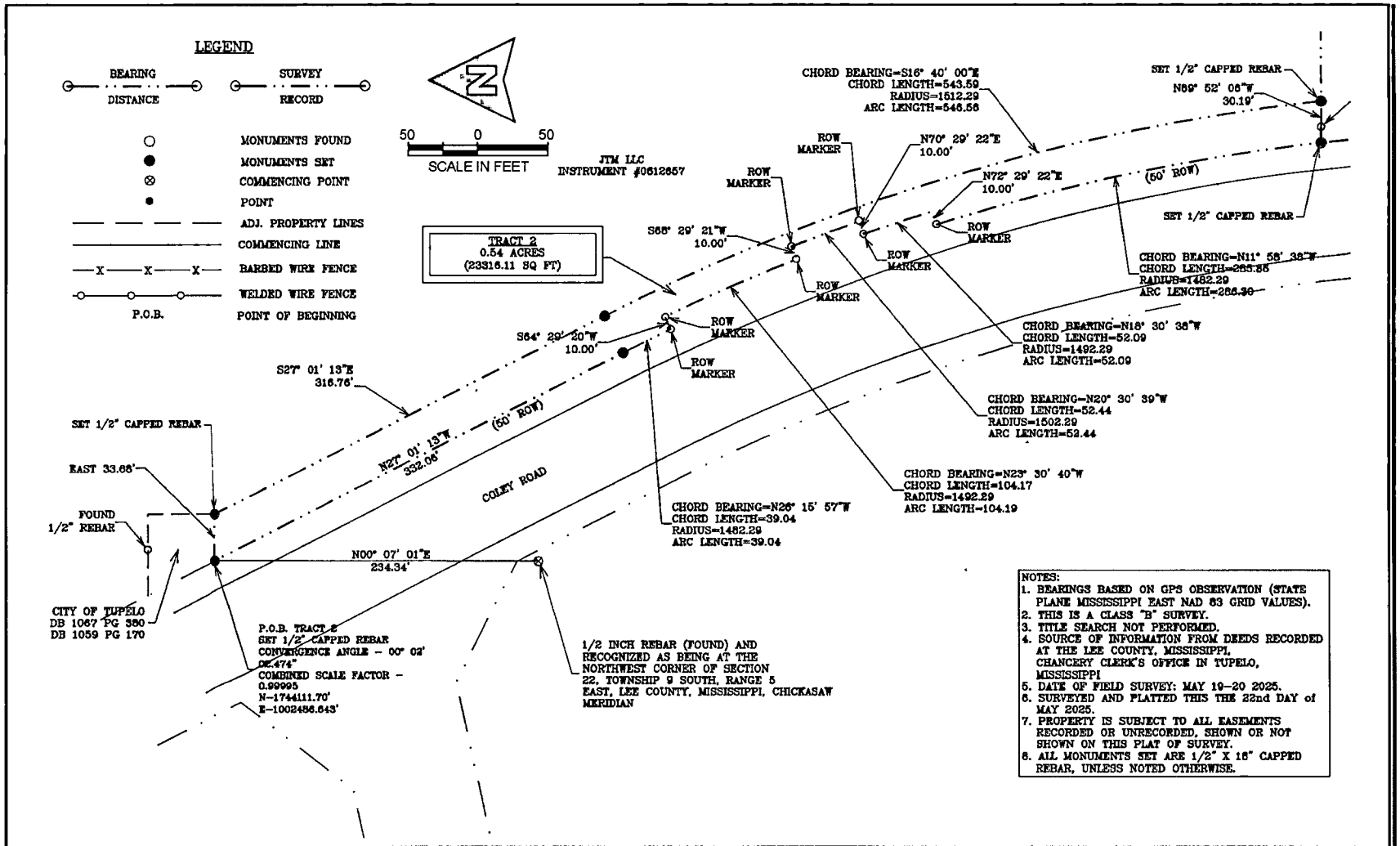
STATE OF CALIFORNIA
COUNTY OF ~~SAN MATEO~~ Alameda

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of December, 2001, within my jurisdiction, the within named MARY JANE VANDERBECK, who acknowledged that she executed the above and foregoing instrument.

Sandra C. Enriquez
NOTARY PUBLIC

My Commission Expires: March 17, 2005

SANDRA C. ENRIQUEZ
Comm. # 1297502
NOTARY PUBLIC - CALIFORNIA
Alameda County
My Comm. Expires March 17, 2005



NOTES:
1. BEARINGS BASED ON GPS OBSERVATION (STATE PLANE MISSISSIPPI EAST NAD 83 GRID VALUES).
2. THIS IS A CLASS "B" SURVEY.
3. TITLE SEARCH NOT PERFORMED.
4. SOURCE OF INFORMATION FROM DEEDS RECORDED AT THE LEE COUNTY, MISSISSIPPI, CHANCERY CLERK'S OFFICE IN TUPELO, MISSISSIPPI
5. DATE OF FIELD SURVEY: MAY 19–20 2025.
6. SURVEYED AND PLATTED THIS THE 22nd DAY of MAY 2025.
7. PROPERTY IS SUBJECT TO ALL EASEMENTS RECORDED OR UNRECORDED, SHOWN OR NOT SHOWN ON THIS PLAT OF SURVEY.
8. ALL MONUMENTS SET ARE 1/2" X 18" CAPPED REBAR, UNLESS NOTED OTHERWISE.

TRACT 2 PROPERTY DESCRIPTION – TUPELO, MISSISSIPPI

Commencing at a Found 1/2 inch rebar recognized as being at the Northwest Corner of Section 22, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian; thence run North 00 Degrees 07 Minutes 01 Second East for a distance of 234.34 feet to a 1/2" Capped Rebar (Set) on the East Right-of-Way of Coley Road, having a Convergence angle of 00 Degrees 02 Minutes 02.474 Seconds and a Combined Scale Factor of 0.99995; Mississippi East State Plane Coordinates of N-1744111.70, E-1002486.643 and being the Point of Beginning; thence, leaving said Right-of-Way, run East for a distance of 33.66 feet to a 1/2" Capped Rebar (Set); thence run South 27 Degrees 01 Minute 13 Seconds East for a distance of 316.76 feet to a 1/2" Capped Rebar (Set); thence run along a curve to the right having a radius of 1512.29 feet for a distance of 546.56 feet, said curve having a chord bearing of South 16 degrees 40 minutes 00 seconds East and a chord length of 543.59 feet, to a 1/2" Capped Rebar (Set); thence run North 89 Degrees 52 Minutes 06 Seconds West for a distance of 30.19 feet to a 1/2" Capped Rebar (Set) on the East Right-of-Way of Coley Road; thence, run along said Right-of-Way as follows:

Along a curve to the left having a radius of 1482.29 feet for a distance of 286.30 feet, said curve having a chord bearing of North 11 degrees 58 minutes 38 seconds West and a chord length of 285.86 feet, to a Right-of-Way Marker (Found); North 72 Degrees 29 Minutes 22 Seconds East for a distance of 10.00 feet to a 1/2" Capped Rebar (Set); Along a curve to the left having a radius of 1492.29 feet for a distance of 52.09 feet, said curve having a chord bearing of North 18 degrees 30 minutes 38 seconds West and a chord length of 52.09 feet, to a Right-of-Way Marker (Found); North 70 Degrees 29 Minutes 22 Seconds East for a distance of 10.00 feet to a Right-of-Way Marker (Found); Along a curve to the left having a radius of 1502.29 feet for a distance of 52.44 feet, said curve having a chord bearing of North 20 degrees 30 minutes 39 seconds West and a chord length of 52.44 feet, to a Right-of-Way Marker (Found); South 68 Degrees 29 Minutes 21 Seconds West for a distance of 10.00 feet to a Right-of-Way Marker (Found); Along a curve to the left having a radius of 1492.29 feet for a distance of 104.19 feet, said curve having a chord bearing of North 23 degrees 30 minutes 40 seconds West and a chord length of 104.17 feet, to a Right-of-Way Marker (Found); South 64 Degrees 29 Minutes 20 Seconds West for a distance of 10.00 feet to a Right-of-Way Marker (Found); Along a curve to the left having a radius of 1482.29 feet for a distance of 39.04 feet, said curve having a chord bearing of North 26 degrees 15 minutes 57 seconds West and a chord length of 39.04 feet, to a 1/2" Capped Rebar (Set); North 27 Degrees 01 Minute 13 Seconds West for a distance of 332.06 feet to the Point of Beginning.

Indexing Instructions: Lying and being in the Northwest Quarter of Section 22 and the Southwest Quarter of Section 15, Township 9 South, Range 5 East, Lee County, Mississippi, and containing 0.54 acres, or 23316.11 Square Feet.

ENGINEERING SOLUTIONS INC
1324 N VETERANS BLVD
TUPELO MS 38804
PHONE 662 840 9063
FAX 662 840 9064

100 WEST REYNOLDS
STREET PO BOX 811
PONTOTOC MS 38863
PHONE 662 489 1525
FAX 662 489 1725

BOUNDARY SURVEY
NMMC COLEY ROAD PROPERTY

LOCATION
LEE COUNTY
MISSISSIPPI

INDEXING
SEC. 15 & 22, T-9-S, R-5-E

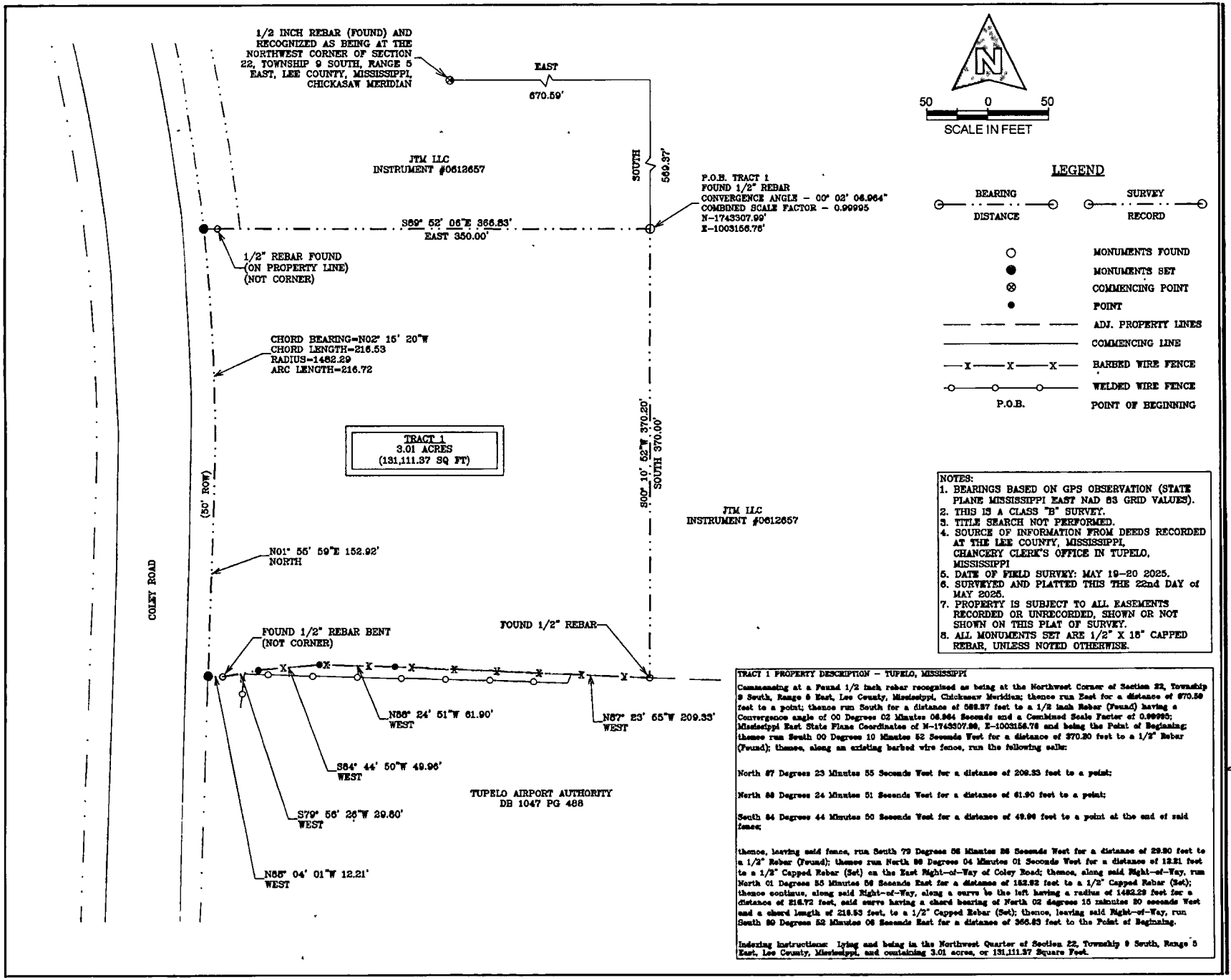
JOHN E. WHITE
REGISTERED LAND SURVEYOR
No. 21154
STATE OF MISSISSIPPI
5-28-25

DWN BY	WK
CKD BY	JW
ISSUE DATE	MAY 2025

T25-215

SHEET NO.

2 of 2



NOTES:
1. BEARINGS BASED ON GPS OBSERVATION (STATE PLANE MISSISSIPPI EAST NAD 83 GRID VALUES).
2. THIS IS A CLASS "B" SURVEY.
3. TITLE SEARCH NOT PERFORMED.
4. SOURCE OF INFORMATION FROM DEEDS RECORDED AT THE LEE COUNTY, MISSISSIPPI, CHANCERY CLERK'S OFFICE IN TUPELO, MISSISSIPPI
5. DATE OF FIELD SURVEY: MAY 19-20 2025.
6. SURVEYED AND PLATTED THIS THE 22nd DAY of MAY 2025.
7. PROPERTY IS SUBJECT TO ALL EASEMENTS RECORDED OR UNRECORDED, SHOWN OR NOT SHOWN ON THIS PLAT OF SURVEY.
8. ALL MONUMENTS SET ARE 1/2" X 18" CAPPED REBAR, UNLESS NOTED OTHERWISE.

TRACT 1 PROPERTY DESCRIPTION – TUPELO, MISSISSIPPI

Commencing at a Found 1/2 inch rebar recognized as being at the Northwest Corner of Section 22, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian; thence run East for a distance of 670.59 feet to a point; thence run South for a distance of 569.37 feet to a 1/2 inch Rebar (Found) having a Convergence angle of 00 Degrees 02 Minutes 06.964 Seconds and a Combined Scale Factor of 0.99995; Mississippi East State Plane Coordinates of N=1743307.99, E=1003156.76 and being the Point of Beginning; thence run South 00 Degrees 10 Minutes 52 Seconds West for a distance of 370.20 feet to a 1/2" Rebar (Found); thence, along an existing barbed wire fence, run the following calls:

North 87 Degrees 23 Minutes 55 Seconds West for a distance of 209.33 feet to a point;

North 88 Degrees 24 Minutes 51 Seconds West for a distance of 61.90 feet to a point;

South 84 Degrees 44 Minutes 50 Seconds West for a distance of 49.96 feet to a point at the end of said fence;

thence, leaving said fence, run South 79 Degrees 56 Minutes 26 Seconds West for a distance of 29.60 feet to a 1/2" Rebar (Found); thence run North 85 Degrees 04 Minutes 01 Seconds West for a distance of 12.21 feet to a 1/2" Capped Rebar (Set) on the East Right-of-Way of Coley Road; thence, along said Right-of-Way, run North 01 Degrees 55 Minutes 59 Seconds East for a distance of 152.92 feet to a 1/2" Capped Rebar (Set); thence continue, along said Right-of-Way, along a curve to the left having a radius of 1482.29 feet for a distance of 216.72 feet, said curve having a chord bearing of North 02 degrees 15 minutes 20 seconds West and a chord length of 216.53 feet, to a 1/2" Capped Rebar (Set); thence, leaving said Right-of-Way, run South 89 Degrees 52 Minutes 06 Seconds East for a distance of 366.83 feet to the Point of Beginning.

Indexing Instructions: Lying and being in the Northwest Quarter of Section 22, Township 9 South, Range 5 East, Lee County, Mississippi, and containing 3.01 acres, or 131,111.37 Square Feet.

ENGINEERING SOLUTIONS INC
1324 N. VETERANS BLVD
TUPELO MS 38804
PHONE 662 840 9063
FAX 662 840 9064
100 WEST REYNOLDS
STREET PO BOX 811
PONTOTOC MS 38863
PHONE 662 489 1525
FAX 662 489 1725

BOUNDARY SURVEY
NMMC COLEY ROAD PROPERTY

LOCATION
LEE COUNTY
MISSISSIPPI

INDEXING
SEC. 22, T-9-S, R-5-E

JOHN E. WHITE
REGISTERED PROFESSIONAL
ENGINEER AND LAND SURVEYOR
PE-11574
PLS-04196
STATE OF MISSISSIPPI
5-28-25

DWN BY	WK
CHD BY	JW
ISSUE DATE	MAY 2025

T25-215

SHEET NO.

1 of 2



ZONING REQUEST

CASE NO: RZ26-04

PARCELS: 075V-22-001-01

LOCATION:
N Coley Rd

APPLICANT:

ZONING: A/O

FLOOD ZONE:

HISTORIC DISTRICT:

WARD: 1

SUBJECT PROPERTY
ZONING DISTRICTS
PARCELS

0 50 100 200 Feet

N

MAP DATE: 8-7-2026
IMAGE DATE: 2024

The City of Tupelo Development Code and Official Zoning Map can be viewed online at http://www.tupeloms.gov/development

Tupelo City Hall - 71 East Troy Street - P.O. Box 1485, Tupelo, Mississippi, 38802 - 662-841-6510

A/O	AGRICULTURAL/OPEN	LDR	LOW DENSITY RESIDENTIAL	MUAC	MIXED USE ACTIVITY CENTER	MUD	MIXED USE DOWNTOWN	MUR	MIXED USE RESIDENTIAL
I	INDUSTRIAL	MDR	MEDIUM DENSITY RESIDENTIAL	MUCC	MIXED USE COMMERCIAL CORRIDOR	MUE	MIXED USE EMPLOYMENT	RC	REGIONAL COMMERCIAL

City of Tupelo

Department of Development Services

NOTICE TO ADJACENT PROPERTY OWNERS

OF PENDING APPLICATION

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Bentley Nolan
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

Case No.:RZ26-04

Location: On Coley Rd, Parcel 075V-22-001-01

Applicant: Scott Hendrix

Meeting Date: August 31, 2026 at 6:00 p.m

The City of Tupelo Department of Development Services has received an application from Scott Hendrix for approval by the Planning Committee and City Council to rezone 3.04 acres from Agriculture (AO) to Mixed Use Activity Center (MUAC). The proposed rezoning request requires review and approval from the Planning Committee and City Council.

A public hearing on this request will be held on **August 31, 2026, at 6:00 p.m.** in the **City of Tupelo Council Chambers**, located on the second floor of City Hall at **71 East Troy Street**. (Elevators are located on the south end of City Hall.)

As the owner of property located within 500 feet of the subject property, you are hereby notified and invited to attend the public hearing to learn more about the request and to provide comments or express opinions regarding this matter. You are also encouraged to share this information with nearby property owners who may be located outside the required 500-foot notification area.

For additional information or questions, please contact Mandolyn Shurden, Zoning Technician**,** Department of Development Services, at 662-841-6510. The application materials are available for public inspection during regular business hours at the Department of Development Services offices, located on the third floor of City Hall, 71 East Troy Street.