

3-09394  
BID NO.2023-036WL

**COOK COGGIN ENGINEERS, INC.**



***CITY OF TUPELO***

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

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

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

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

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

David M. Long, P.E.  
Principal

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

# Minute Entry Sign Up Sheet

Date: 8/17/2023

Time: 10:00

Bid # 2023-036WL

Department: WL

Project: TUPELO SRS FY22 B&B SEWER REPLACEMENT

Attendance

Company

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



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

Certificate of Responsibility Number  
04370-MC

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

Bid For: Tupelo SRF FY22  
B&B Sewer Replacement

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Paul Smithey  
Construction Co., Inc.  
as Principal, and The Gray Casualty & Surety Company  
as Surety, are hereby held and firmly bound unto City of Tupelo, MS  
as owner in the penal sum of Five percent of amount bid (5%)

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

Signed, this 17th day of August, 2023.

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

NOW, THEREFORE,

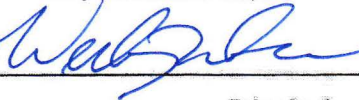
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract,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

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

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

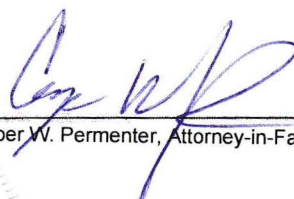
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Paul Smithy Construction Co., Inc.

By  (L.S.)  
Principal

The Gray Casualty & Surety Company  
Surety

SEAL

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

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



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

**GENERAL POWER OF ATTORNEY**

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

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana  
ss:

Parish of Jefferson  
On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



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

*Leigh Anne Henican*

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17<sup>th</sup> day of August, 2023.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17<sup>th</sup> day of August, 2023.

*Leigh Anne Henican*



BID FORM

Proposal of Paul Smith Const. Co, Inc (hereinafter called "BIDDER"), organized and existing under the Laws of the State of MISSISSIPPI doing business as a corporation \* to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280 855-08 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

Addendum 1 §-15-23

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

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

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



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

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

**BASE BID UNIT PRICE ITEMS**

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>01 00 00 GENERAL REQUIREMENTS</b>					
1	Construction Record Documents	1	LS	\$ 14,910.00	\$ 14,910.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 53,250.00	\$ 53,250.00
3	Temporary Silt Fence	1,000	LinFt	\$ 7.46	\$ 7,460.00
4	Wattles	100	LinFt	\$ 8.52	\$ 852.00
5	Mobilization	1	LS	\$ 106,500.00	\$ 106,500.00
<b>31 00 00 EARTHWORK</b>					
6	Seeding & Mulching	10,917	LinFt	\$ 3.73	\$ 40,720.41
7	Riprap, 200lb	180	Ton	\$ 101.18	\$ 18,212.40
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>					
8	Crushed Stone Resurfacing	100	CuYd	\$ 101.18	\$ 10,118.00
<b>33 00 00 UTILITIES</b>					
9	Sewer Line Cleaning	3,335	LinFt	\$ 7.46	\$ 24,879.10
10	Sewer Line Television Inspection	3,335	LinFt	\$ 3.20	\$ 10,672.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 3.20	\$ 10,672.00
12	Root Cutting	1,668	LinFt	\$ 6.39	\$ 10,658.52
13	Protruding Tap Removal	6	Each	\$ 452.63	\$ 2,715.78
14	12" CIPP Lining	2,735	LinFt	\$ 75.62	\$ 206,820.70
15	15" CIPP Lining	450	LinFt	\$ 89.46	\$ 40,257.00
16	Service Reinstatement (CIPP)	22	Each	2.13	46.86
17	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6.92	\$ 4,262.72
18	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,084.17	\$ 628,818.60
19	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,041.57	\$ 104,157.00
20	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,041.57	\$ 104,157.00

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

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

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

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

X Resident Contractor \_\_\_\_\_ Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 17<sup>th</sup> day of August, 2023

By [Signature]  
\_\_\_\_\_  
Title President

Company Paul Smithey Const. Co., Inc

Address PO Box 357 Belden, MS 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address Paulsmithey Const@att.net

SEAL (If bid is by a corporation.)



REVISED by Addendum 1

09394

00 41 43

Bid Form – SRF Sewer

2023.08.15

Page 6 of 6

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT

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

Prime Consultant: \_\_\_\_\_

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

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

459901  
EEV\* Company Identification Number [Required]

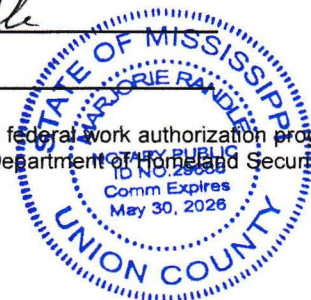
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the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

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

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

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

*Marjorie Randle*  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



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

CITY OF TUPELO, MS

LEE COUNTY, MISSISSIPPI

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

BID FROM: KAJACS CONTRACTORS, INC

ADDRESS: 3026 CRAVENS ROAD, POPLAR BLUFF, MO 63901

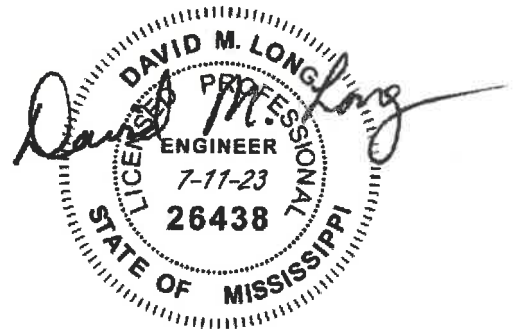
BID DATE: 08/17/2023

BID TIME: 10:00 AM

COR# 11703-MC



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



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

**JULY 2023**



3-09394



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

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

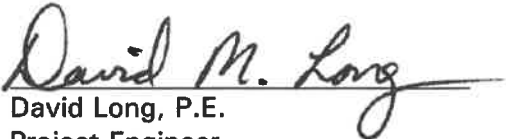
CONTRACT DOCUMENTS

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

SPECIFICATIONS

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

This the 15<sup>th</sup> day of August, 2023.

  
David Long, P.E.  
Project Engineer

BID FORM

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

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280 855-08 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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BIDDER acknowledges receipt of the following ADDENDA

#1 DATED 8/15/23

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

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

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

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

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

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

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

\_\_\_\_\_ Resident Contractor              Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 17<sup>TH</sup> day of AUGUST, 2023

By *[Signature]*

Title VP  
Company KAJACS Contractors, Inc.

Address PO Box 969, POPLAR BLUFF, MO 63902

Phone 573-785-1745

Employer Identification No. 43 166 4042

Email Address rw:lliams@kajacs.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, KAJACS Contractors, Inc.  
as Principal, and Merchants Bonding Company (Mutual)  
as Surety, are hereby held and firmly bound unto City of Tupelo  
as owner in the penal sum of Five Percent (5%) of the Total Amount Bid  
\_\_\_\_\_ for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

Signed, this 17th day of August, 2023.

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

NOW, THEREFORE,

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



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

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

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

KAJACS Contractors, Inc.

 (L.S.)

Principal

Merchants Bonding Company (Mutual)

Surety

SEAL

By:   
Kerry A. Sherrod, Attorney-in-Fact

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

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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



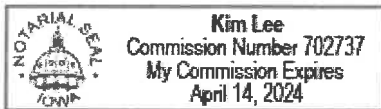
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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



*Kim Lee*  
Notary Public

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

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

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



*William Warner Jr.*  
Secretary

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

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

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

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

278837

EEV\* Company Identification Number [Required]

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

BY: [Signature] 8/16/2023  
Authorized Officer or Agent Date

ROGER WILLIAMS VP  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 16<sup>th</sup> day of August, 2023.  
MYLYNN GARGAC  
NOTARY PUBLIC  
Ripley  
STATE OF MISSOURI  
Commission # 11502960  
My Commission Expires: 11/3/2023  
[Signature]  
NOTARY PUBLIC  
My Commission Expires: 11/3/2023

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

Contractor's American Iron and Steel Act Certification

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

**KAJACS Contractors, Inc.**

Prime or Subcontractor's Name

 8/18/23  
Signature/Date

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

# State of Mississippi

## BOARD OF CONTRACTORS

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

**ACTIVE**

is duly registered and entitled to perform

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



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

**CERTIFICATE OF RESPONSIBILITY**

**No. 11703-MC**

Expires Apr. 8, 2024

*Joel A. Canell*

CHAIRMAN OF THE BOARD

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

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

### Terms Used In Missouri Laws 34.076

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

See [Missouri Laws 34.010](#)

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

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

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

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

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

# THE SCOTT LAW GROUP LLC

Attorneys at Law

357 North Main Street, Post Office Box 1288

Poplar Bluff, Missouri 63901

L. Joe Scott

John F. Scott

D. Keith French

Kendra Brinkley Scott

Phone

573-785-4688

FAX

573-785-3197

August 16, 2013

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

RE: Missouri Preference Law for Domiciled Contractors

Dear Sheila:

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


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

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



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

Sincerely,



John F. Scott

JFS:vzz

BID FORM

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

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of TUPELO SRF FY22 B&B SEWER REPLACEMENT, SRF PROJECT NO. C280 855-08 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 :: 8-15-23

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

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

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

REVISED by Addendum 1

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

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

**BASE BID UNIT PRICE ITEMS**

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>01 00 00 GENERAL REQUIREMENTS</b>					
1	Construction Record Documents	1	LS	\$ 30,000.00	\$ 30,000.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 35,000.00	\$ 35,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 4.00	\$ 4000.00
4	Wattles	100	LinFt	\$ 12.00	\$ 1200.00
5	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
<b>31 00 00 EARTHWORK</b>					
6	Seeding & Mulching	10,917	LinFt	\$ 1.00	\$ 10917.00
7	Riprap, 200lb	180	Ton	\$ 65.00	\$ 11700.00
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>					
8	Crushed Stone Resurfacing	100	CuYd	\$ 100.00	\$ 10,000.00
<b>33 00 00 UTILITIES</b>					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6.00	\$ 20010.00
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1.20	\$ 4002.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1.20	\$ 4002.00
12	Root Cutting	1,668	LinFt	\$ 4.80	\$ 8006.40
13	Protruding Tap Removal	6	Each	\$ 300.00	\$ 1800.00
14	12" CIPP Lining	2,735	LinFt	\$ 73.20	\$ 200,202.00
15	15" CIPP Lining	450	LinFt	\$ 86.40	\$ 38880.00
16	Service Reinstatement (CIPP)	22	Each	1.20	26.40
17	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5.40	\$ 3326.40
18	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1376.00	\$ 798,080.00
19	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1122.00	\$ 112,200.00
20	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1122.00	\$ 112,200.00

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

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

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

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

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

Respectfully submitted this the 17<sup>th</sup> day of AUGUST, 2023

By , OWNER  
Title

Company ENSCOR, LLC

Address 5564 Commander Dr., ARLINGTON, TN 38002

Phone 901-867-2294

Employer Identification No. 58-2498528

Email Address JEFF@ENSCOR.NET

SEAL (If bid is by a corporation.)

BID BOND

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

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

Signed, this 17th day of August, 2023.

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

NOW, THEREFORE,

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



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

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

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

ENSCOR, LLC

By:  (L.S.)

Principal

Travelers Casualty and Surety Company of America

Surety

SEAL

By: 

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

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



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 17th day of August, 2023.



  
Kevin E. Hughes, Assistant Secretary

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

# ENSCOR, LLC

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*"Sitework Solutions"*

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

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

[Acts 1990, ch. 1062, § 3.]

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT

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

Prime Consultant: ENSCOR, LLC

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

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

58-2498528  
EEV\* Company Identification Number [Required]

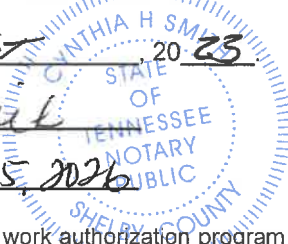
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the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

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

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

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

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



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

Contractor's American Iron and Steel Act Certification

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

ENSCON, LLC  
Prime or Subcontractor's Name

[Signature] 8/17/2023  
Signature/Date

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