


**DOCUMENT 00100F
BID ENVELOPE INFORMATION FORM**

BIDDER:

This form is for the Bidder's convenience as noted in Section 00100 - INSTRUCTIONS TO BIDDERS. This form is not required; however, **the information is required on the front of the Bid Envelope.**

Add the required information of all subcontractors proposed. Extend form as required.

	
Project:	Tupelo City Hall Natural Gas Generator Package System
Owner:	City of Tupelo
Address:	71 East Troy Street Tupelo, MS 38804
Bidder:	<u>J.E. Stevens Construction Group, LLC</u>
Address:	<u>1218 Cutter Ln Brandon, MS 39047</u>
Bidder License/Certificate No.	<u>24536-MC</u>
Subcontractor:	<u>Timmons Electric</u>
Address:	<u>4855 Cliff Gookin Blvd</u>
Subcontractor License/Certificate No.	<u>21683-MC</u>

END OF DOCUMENT

**DOCUMENT 00301
PROPOSAL**

Date: 9/20/2023

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

Gentlemen:

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

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>428,000.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
TOTAL BID PRICE			\$ <u>448,000.00</u>

DELIVERY:

Delivery Site: Tupelo City Hall

Delivery Date: 68 weeks from approval

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

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Specification Section</u> <u>Associated with EXCEPTION</u>	<u>Description of Exception</u>
_____	_____
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It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Nixon Power (Kohler)w

BY: Sterling Robinson TITLE: Outside Sales

MAILING ADDRESS: 326 Leggett Dr DATE: 9/20/2023
Richland, MS 39218 TELEPHONE: 833-777-6937

STREET ADDRESS: _____ FAX: _____

_____ EMAIL: sterling@nixonpower.com

PRINCIPAL CONTACT: Joshua Stevens TELEPHONE: 601-826-2480
EMAIL: joshua@jestevensgroup.com

ALTERNATE CONTACT: Jonah Stevens TELEPHONE: 601-946-4447
EMAIL: office@jestevensgroup.com

END OF DOCUMENT

**DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization J.E. Stevens Construction Group, LLC

Name of Individual Joshua Stevens

Title President

Address 1218 Cutter Ln
Brandon, MS 39047

Telephone (601) 826-2480

Email Address joshua@jestevensgroup.com

BUSINESS ORGANIZATION INFORMATION:

Check one: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Executive Officers

Name	Title
_____	_____
_____	_____
_____	_____

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

General Publicly Traded Limited Other (describe):

If Joint Venture:

a. Date and State of Organization

b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

9/20/2021 Tennessee

b. Name and Address of Owner or Owners

Joshua Stevens

1218 Cutter Ln

Brandon, MS 39047

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

FBI Insurance, Wes Price. 601-208-3081

248 East Capitol Street, Suite 1200 | Jackson, MS 39201

2. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000 to \$10,000,000

\$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in

I.R.C. Sec 1563? Yes No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

OSHA 30 and Lock out tag out

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Priority One Bank
 Address 1400 West Government Street
Brandon, MS 39042
 Account Manager Meaghan Ahlberg
 Telephone (601) 414-3642

GENERAL PROJECT INFORMATION:

6. Value of Electric Work completed during the last calendar year \$ 500,000.00 +

7. Value of all Work completed for the last calendar year \$ 6,000,000.00 +

8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.

9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).

10. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe circumstances on attachment.

11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?

Yes No

If yes, describe circumstances on attachment.

13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

24536-MC

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Joshua Stevens

Title: President

Dated: 9/20/2023

END of DOCUMENT

Schedule A

J.E. Stevens Construction Group/ Jonah Stevens

1. Element Hotel- Nashville, TN \$3,000,000.00
- Jonah Stevens

2. WEREHN Apartments- Nashville, TN \$6,000,000.00
- Jonah Stevens

3. Project Journey- Nashville, TN \$50,000,000.00
- Jonah Stevens

4. Bureau of Land Management- Pearl, MS \$1,000,000.00 GC \$180,000.00 Electrical
- J.E. Stevens Construction Group

Schedule B

Timmons Electric

1. Assisted Nursing Home Generator- Starkville, MS \$300,000.00 +

2. City of Tupelo Fair Park- Tupelo, MS \$300,000.00+

3. Cube Smart Storage Facility- Tupelo, MS \$300,000.00 +

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

J. E. STEVENS CONSTRUCTION GROUP, LLC
1218 CUTTER LANE
BRANDON, MS 39047

is duly registered and entitled to perform
BUILDING CONSTRUCTION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 27 day of Oct., 2022

CERTIFICATE OF RESPONSIBILITY

No. 24536-MC

Expires Oct. 27, 2023

Joel A. Canell

CHAIRMAN OF THE BOARD

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J. E. Stevens Construction Group, LLC
127 Bonne Vie Dr
Brandon, MS 39047

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
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)


Package Generator System Installation and Labor & Material for Tupelo City Hall, 2023-041PW


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 20th day of September, 2023

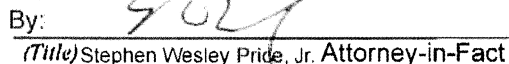

(Witness)


(Witness) Blake Johnson

J. E. Stevens Construction Group, LLC
(Principal) (Seal)

By: 
(Title)

The Hanover Insurance Company
(Surety) (Seal)

By: 
(Title) Stephen Wesley Pride, Jr. Attorney-in-Fact



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 Jackson, 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 Forty Million and No/100 (\$40,000,000) 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: J. E. Stevens Construction Group, 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 dation 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 6th day of April, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawalek
James H. Kawalek, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joselin M. Mendoza
Joselin M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 6th day of April 2023 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.

Wendy Latoumes
Notary Public, State of Connecticut
My Commission Expires July 31, 2025

Wendy Latoumes
Wendy Latoumes, Notary Public
My commission expires July 31, 2025

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 20th day of September 2023.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President