

JBHM Architects, P.A.  
105 Court Street  
Tupelo, MS 38804

662 844 1822

JBHM.com

December 12, 2025

Mayor Todd Jordan  
City of Tupelo  
71 East Troy Street  
Tupelo, Mississippi 38804

**RE: Tupelo Aquatic Center Pool Liner Replacement Bid Recommendation**

Bids for the above reference project were opened on December 11, 2025 at the Tupelo City Hall Council Chambers. A total of two (2) bids were received. The apparent low bidder, USA Construction, LLC provided a Mississippi Contractor's License number that could not be verified. The second apparent low bidder was Memphis Pool Supply, Inc.

We recommend an award of the construction contract to Memphis Pool Supply, Inc. in the amount of \$287,980.00.

Please advise as to how you wish us to proceed. Should you have any questions, please call.

Sincerely,



Brandon P. Bishop, AIA, NCARB  
Principal

OFFICES  
Columbus  
Jackson  
Tupelo

Enclosure: Certified Bid Tabulation

JBHM #24037.00

PRINCIPALS

BRANDON P. BISHOP, AIA, NCARB  
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JASON P. BUCKLEY, ASLA  
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# JBHM

Architecture

105 Court Street

PO Box 1643

Tupelo, MS 38804

662-844-1822

Project Number 24037.01

**Project Name:** City of Tupelo  
**Tupelo Aquatic Center Pool Liner Replacement**  
**Tupelo, Mississippi**

Opening Date 12/11/2025

Opening Time 2:00 p.m.

<b>Contractor</b>	DWR Aquatics	Memphis Pool Supply, Inc.	USA Construction, LLC		
Certificate of Responsibility		08785-SC	65008		
Surety Company		Travelers Casualty & Surety	Individual Surety		
Addendums 1, 2, 3 & 4 Acknowledged		4	4		
<b>BASE BID</b>	\$ -	\$ 287,980.00	\$ 248,860.00	\$ -	\$ -
Total Bid	\$ -	\$ 287,980.00	\$ 248,860.00	\$ -	\$ -
Days		90	25		

Certified Correct By:

Brandon P. Bishop, AIA, NCARB, Principal



**Company's Qualifications For  
Tupelo Aquatic Center Pool Liner  
Replacement**

**USA Construction**  
1595 Peachtree Pkwy, Suite 204-344  
Cumming, GA 30041

**Local Office**  
1022 North 7<sup>th</sup> Ave  
Laurel, MS 39441

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**Solicitation Number: #2025-035AQ**

**Date Due: 12/11/2025**

**P|877-248-1872**

**F|877-224-0872**

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# USA Construction

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**History:** USA Construction was founded in 2001 by a group of aquatic professionals that branched off of USA Pools. Since 2001 we have built various types of commercial aquatic facilities. Our group began in the southeast, then worked its way up the east coast, by 2014 we expanded to the southwest and west coast.

**Safety:** The USA Construction group has experience working on projects from coast to coast. Our safety record is impeccable with zero incidents. Our safety and standards are unmatched in our industry.

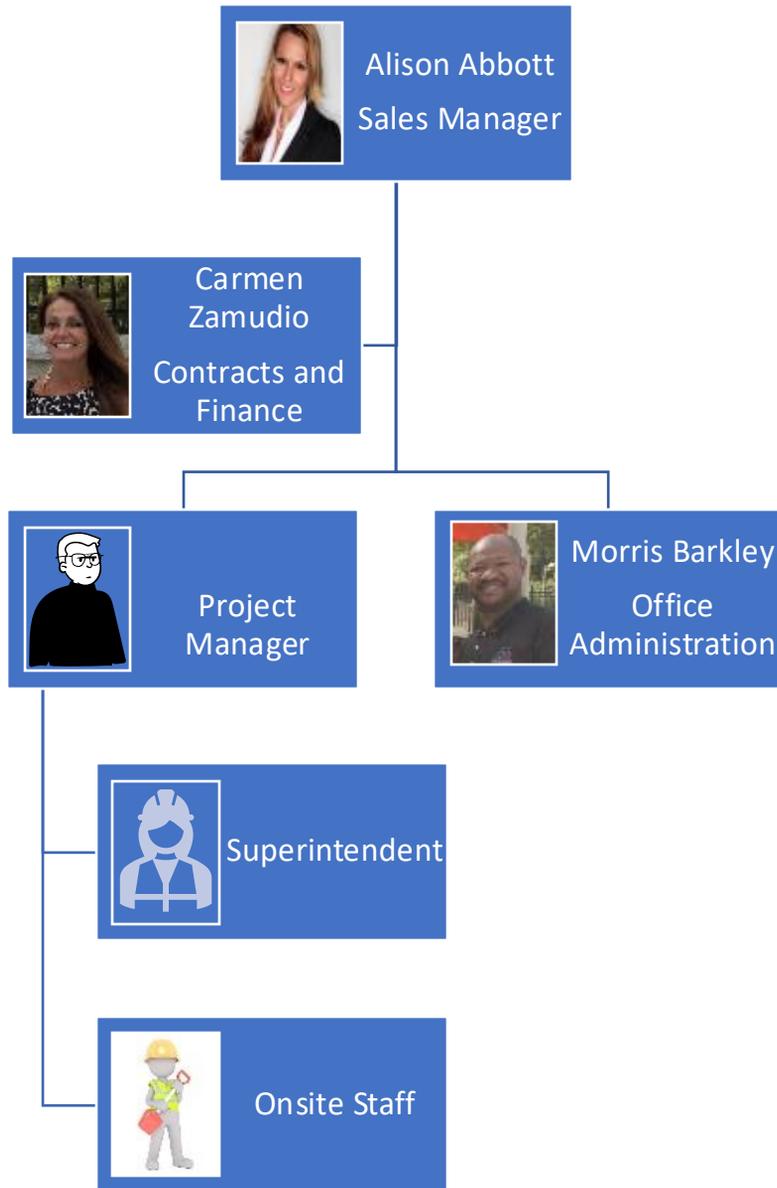
**Methodology:** USA Construction utilizes the traditional project management “waterfall” method for project management. As well as the utilization of daily reporting that with smart phone technology allows us to have real time trends on project completion.

**Capabilities:** USA Construction has worked on new build- design as well as renovations for the following types of facilities: traditional commercial swimming pools, lazy rivers, waterslides, beach entry pools, natatoriums, and splash parks as they have become more and more popular. USA conducts business with private business such as hotel/resorts, municipalities, and federal military installations. No job is too big or too small for our group.

**Past Performance:** USA Construction has the ability to work with smaller scale commercial projects as well as large scale projects. We complete more than 200 projects under \$100,000 each year, 50-100 projects that are \$100,000-\$500,000 and 2-10 projects that scale over \$1,000,000.00. These projects each of their own specific needs and requirement in which we work with a multitude of engineers, architects, sub contractors and material vendors.

# Meet Your Team

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Our Team at USA Construction is made up of multiple subject matter experts. These professionals are paired with each project depending on the project scope. We have provided swimming pool construction, management, and maintenance services for cities, counties, country clubs, and military bases throughout the country. We have in place the valued services and programs that will enable us to serve you with a 100% guaranteed satisfaction. We will accept no less than the highest standards in materials and workmanship and offer our full commitment to making this process as smooth and worry-free as possible. We stay personally involved step by step in your project, which ensures complete control over the work and seamless integration with all facets of the job, guaranteeing a top-notch final product and total customer satisfaction. Again, we appreciate you taking a good look at USA Construction.

# Alison Abbott

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Alison studied international business. After working in the medical and hospitality fields she joined the USA team in 2014 and has been successful in moving into a senior management role where her skills and knowledge in technology have aided in bringing organizational systems into more efficient practices.

## Experience

- Organizational and talent management
- Multidepartment management
- Revenue management of 60-80 Million annually
- Fields of experience: Hospitality, Medical, Construction, Aquatic Safety
- Organizational training and system set up

## Skills

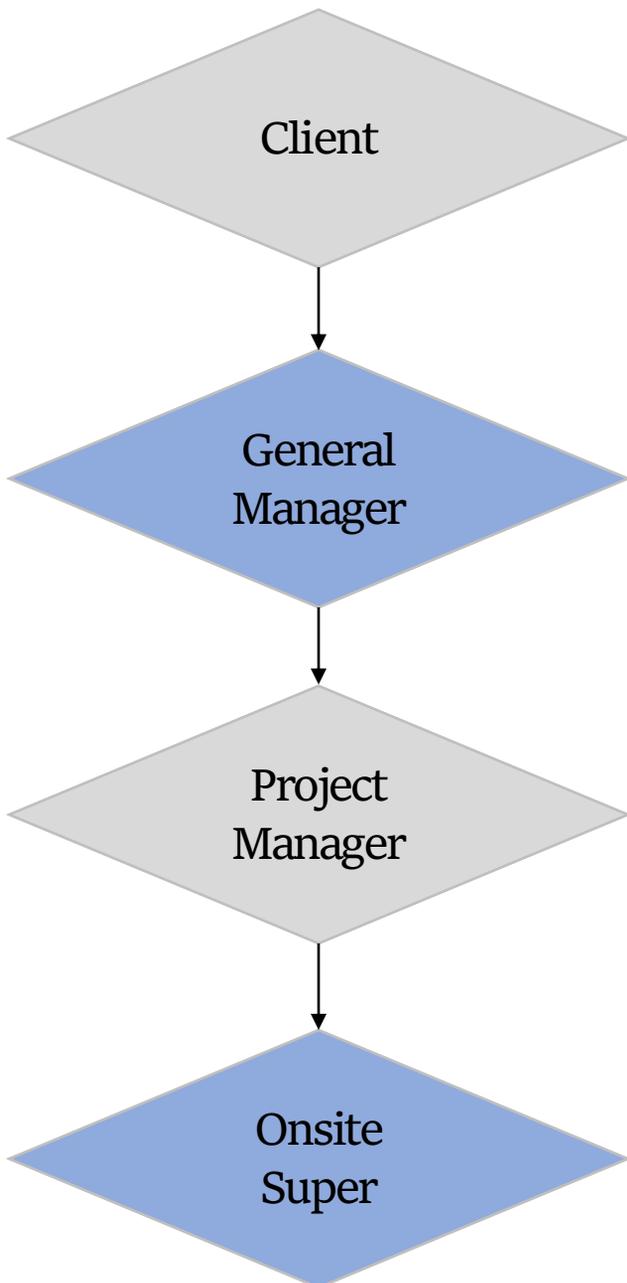
- Ability to connect teams
- Ability to provide clear communication to high level and ground level team members
- Ability to communicate expectations and assist others in setting goals to meet expectations
- Ability to problem solve and make decisions.
- Ability to identify root cause and work towards solution



# Team Structure

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Its important to have a system of checks and balances on site and in the office. Your project will go through a system of checks and site walks before anything is every approved or labeled as complete.



Sometimes simple is better!

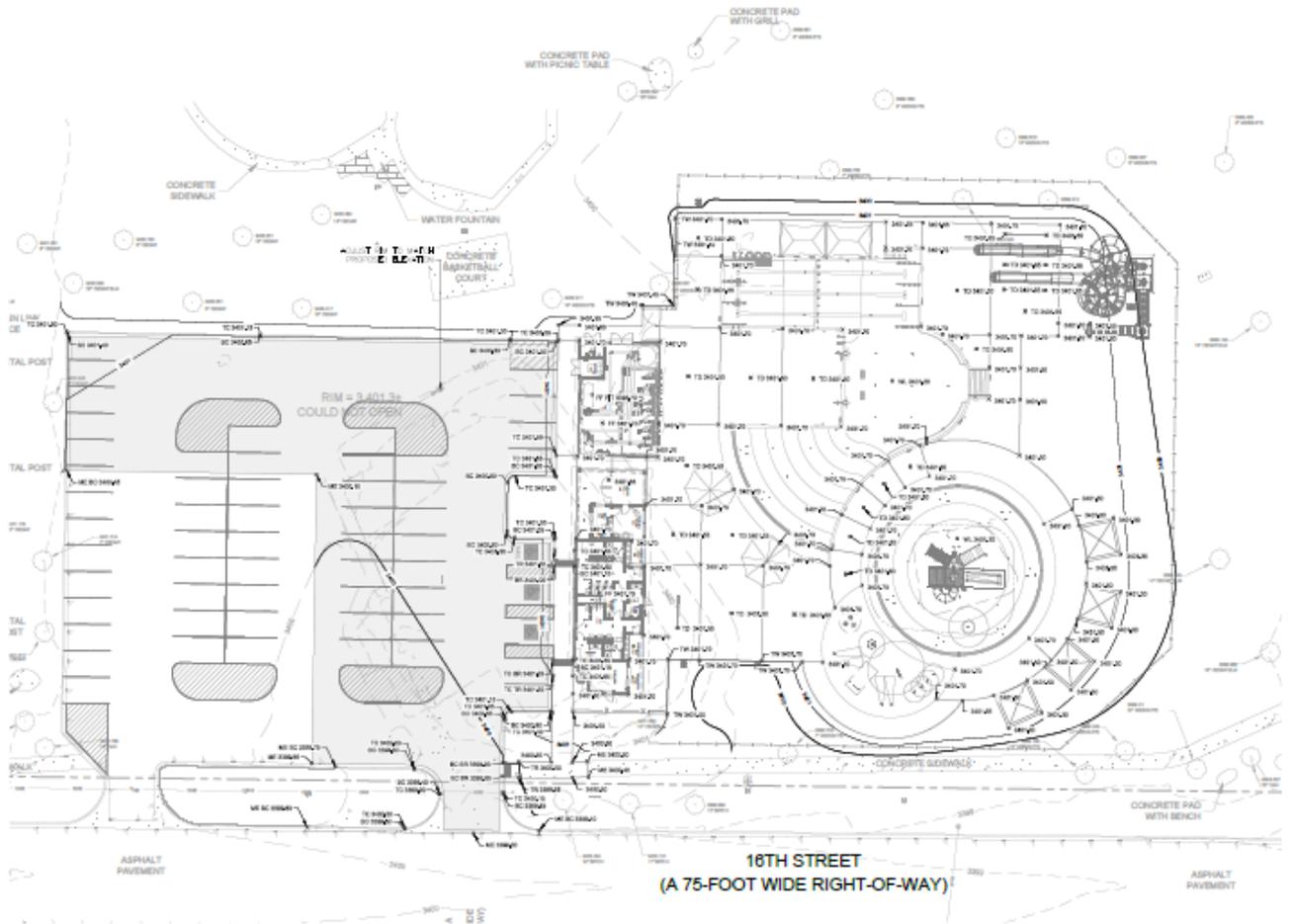
We believe that there should be a clear chain of command and that begins with YOU, the client. You will always have access to all three levels of management throughout your project.

The admin or sales manager acts as the construction director. They listens, estimates, and designs. Without their stamp of approval you will not be presented with pay applications or statements of work completed.

Your project manager for USA will function 75% in the office and 25% on-site. They are the eyes and ears for the project and holds the superintendent to the highest standard.

Your onsite superintendent will be with our crew daily overseeing each step of your project. We have several gifted supers that are part <sup>6</sup> of our company.

# Sample Projects



# Design-Build

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## Orange Park - GA

1305 Oakland Dr. SW Atlanta, GA 30310

Valued at \$1,450,000

Building – 4400sf

Pool – 6000 sf



# Design-Build

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## John A. White Park - GA

1183 Cascade Cir SW Atlanta, GA 30311

Valued at \$1,675,000

Building – 7545sf

Pool – 4707 sf



# Design-Build

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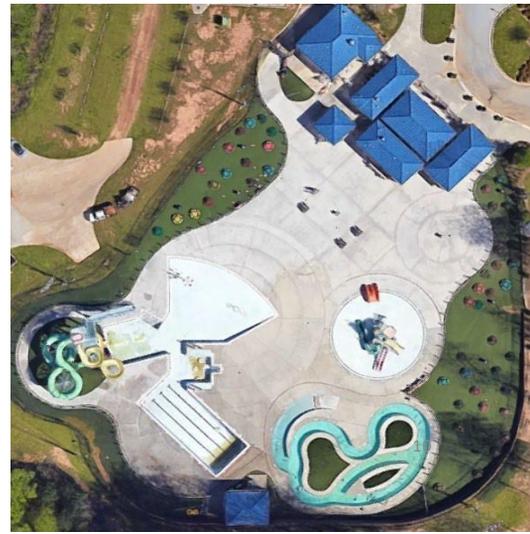
## Browns Mill Aquatic - GA

4929 Browns Mill Rd Lithonia, GA 30038

Valued at \$2,600,000

Building – 7450sf

Pool – 17,000 sf

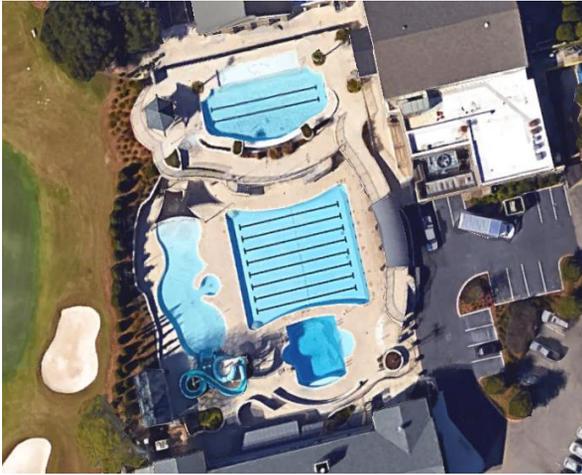


# Renovations

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Need an update to your location?

Add a slide\* Resurface\* Extend your Pool \* Convert a pool to splash pad\* Add play features



# Splash Park Design/Build

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## Riverside Park - GA

575 Riverside Road Roswell, GA 30075

Valued at \$594,500

Splash Pad – 2200 sf



# Splash Park Design/Build

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## Riverside Park - GA

9000 Fouts Road Roswell, GA 30075

Valued at \$623,250

Splash Pad – 2550 sf



# Splash Pads

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You dream it and we build it!

The more out there the design, the more fun the build! At USA Construction we like our partners to have big ideas. Spirals, dinosaurs, and pirates oh my! The sky can be the limit with USA.



# Splash Parks

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Imagine the possibilities



# Project Management

Our Project Management Software has multiple interfaces, of which the main dashboard/health chart give us a quick snapshot of how each project is doing.

It allows you to easily identify those projects which are progressing fine and those projects which are in trouble.

**Time:** Time shows what percentage your project is behind schedule.

**Tasks:** Shows how many tasks still need to be completed.

**Workload:** shows how many tasks are overdue.

**Progress:** Shows what percentage of your project is complete.

**Cost:** Shows your costs vs your planned budget.

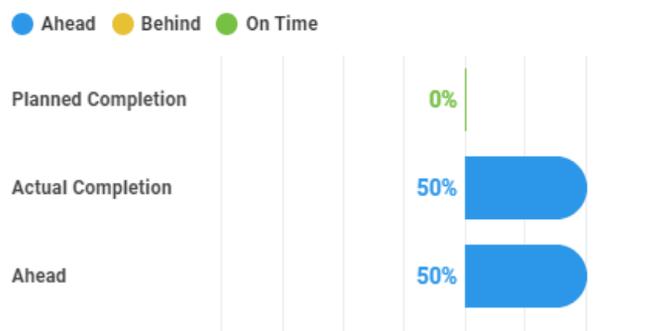
## Progress



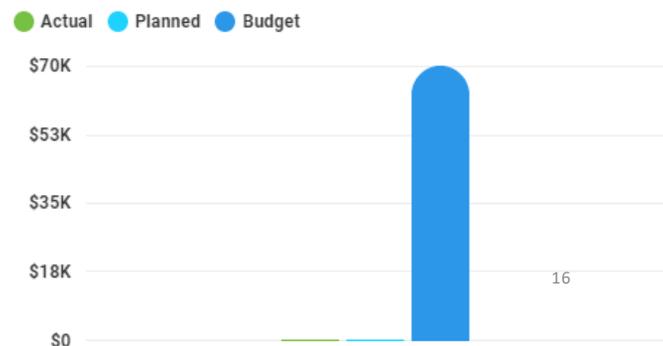
## Health

<b>Time</b>	50% ahead of schedule.
<b>Tasks</b>	13 tasks to be completed.
<b>Workload</b>	0 tasks overdue.
<b>Progress</b>	50% complete.
<b>Cost</b>	100% under budget.

## Time



## Cost



# Project Management

## Crystal River Design/Build - 05 Oct 2020

Page 1

	Task Name	Duration	Planned S...	Planned ...	Percent Complete	Priority	Actual Hours	Planned Hours
1	<b>General Requirements</b>	<b>7 days</b>	<b>11/9/2020</b>	<b>11/17/2020</b>		<b>None</b>		<b>0 hour</b>
2	mobilization	7 days	11/9/2020	11/17/2020		None		
3	Design & Permittig	1 day	11/9/2020	11/9/2020		None		
4	Payment & Performance B...	1 day	11/9/2020	11/9/2020		None		
5	Temporary Fencing	1 day	11/9/2020	11/9/2020		None		
6	Insurance	1 day	11/9/2020	11/9/2020		None		
7	Trailer	1 day	11/9/2020	11/9/2020		None		
8	Dumpster	1 day	11/9/2020	11/9/2020		None		
9	Surveying	5 days	11/9/2020	11/13/2020		None		
10	Office Supplies	1 day	11/9/2020	11/9/2020		None		
11	Miscellaneous Materials	1 day	11/9/2020	11/9/2020		None		
12	Travel	1 day	11/9/2020	11/9/2020		None		
13	Project Signed by FDEP Grant	7 days	11/9/2020	11/17/2020		None		0 hour
14	<b>Site Work</b>	<b>46 days</b>	<b>11/16/2020</b>	<b>1/18/2021</b>		<b>None</b>		<b>0 hour</b>
15	Drainage	6 days	11/18/2020	11/25/2020		None		
16	Prep & EarthWork	3 days	11/16/2020	11/18/2020		None		
17	Excavation, Trenching & Bac..	7 days	11/16/2020	11/24/2020		None		
18	Fencing & Gates	7 days	11/16/2020	11/24/2020		None		
19	Sod, Landscape & Irrigation	6 days	1/11/2021	1/18/2021		None		
20	Pavement Marking	2 days	11/24/2020	11/25/2020		None		
21	<b>Concrete Work</b>	<b>54.04 days</b>	<b>10/19/2020</b>	<b>12/31/2020</b>		<b>None</b>		<b>0 hour</b>
24	Splash Pad - Concrete	4 days	12/21/2020	12/24/2020		None		
25	Plaster	4 days	12/28/2020	12/31/2020		None		
26	<b>Electrical Work</b>	<b>24 days</b>	<b>12/21/2020</b>	<b>1/21/2021</b>		<b>None</b>		<b>0 hour</b>
27	Gen Req for Electrical	14 days	12/21/2020	1/7/2021		None		0 hour
28	Site Lighting	3 days	1/13/2021	1/15/2021		None		0 hour
29	Controller Board Installation	4 days	1/18/2021	1/21/2021		None		0 hour
30	Wiring Devices	7 days	12/22/2020	12/30/2020		None		

# USA Design/Build Steps

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## 1) Team Selection :

After carefully reading through the scope of work, USA Construction chooses your team based on experience/skill set, quality of work, and cost. Putting together a strong team that can function independently as well as a single unit creates a strong foundation to support the following steps and project.

## 2) Pre-Construction

This tends to be a shorter phase within our design build process, but it absolutely critical to our success. This is the step where we will ask a great number of questions to make sure that everyone is on the same page. Expectations and reality do not always line up when designing a project and its important to get a solid picture of what is to be expected/delivered. Here is where goals, complete scheduling, budgeting (and budgeting problems) and potential project challenges will be addressed. This is also where value management/engineering will first appear.

## 3) Architectural Design

Design can begin after budget and timeline have been set. There will be assessments for potential cost savings and ways to increase productivity and preliminary drawings are presented to the project owner.

## 4) Construction

This can begin during the design phase as it is common to have timing overlap between the two depending on the project. USA tries to minimize change orders through utilizing S-curves and an agile waterfall project management techniques, but this is the phase where change orders will appear (if any).

## 5) Post Construction

Once completed, your team will do an overview of the project, a final site walk and various training depending on the technology utilized for your facility.



# Billing & Payments

You should get what you pay for; in this industry that does not always happen. With USA Construction as your partner you can rest easy that when we submit a pay application, its has been checked, double checked, and triple checked. With the use of an AIA Payment application you will always know where your project stands and how your payments are calculated.

APPLICATION AND CERTIFICATION FOR PAYMENT			AIA DOCUMENT G702	PAGE ONE OF	PAGES
TO OWNER:	PROJECT:		APPLICATION NO:	1	Distribution to:
					<input type="checkbox"/> OWNER
			PERIOD TO:	0/00/0000	<input type="checkbox"/> ARCHITECT
FROM CONTRACTOR:	VIA ARCHITECT:				<input type="checkbox"/> CONTRACTOR
			PROJECT NOS:		
CONTRACT FOR:			CONTRACT DATE:	0/00/0000	
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>			<b>ARCHITECT'S CERTIFICATE FOR PAYMENT</b>		
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.			The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.		
1. ORIGINAL CONTRACT SUM			CONTRACTOR:		
2. Net change by Change Orders	\$	0.00	By:		Date:
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	0.00			
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00	County of:		day of
5. RETAINAGE:			Submitted and returned to before me this		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$0.00	Notary Public in and for the State of		
b. % of Stored Material (Column F on G703)	\$	Included in above	Commission expires:		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00	<b>ARCHITECT'S CERTIFICATE FOR PAYMENT</b>		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00	In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00	AMOUNT CERTIFIED . . . . . \$		
8. CURRENT PAYMENT DUE	\$	0.00	<i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)</i>		
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00	ARCHITECT:		
<b>CHANGE ORDER SUMMARY</b>			By:		Date:
Total changes approved in previous months by Owner			This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.		
Total approved this Month					
TOTALS	\$0.00	\$0.00			
NET CHANGES by Change Order	\$0.00				
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992			THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292		
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.					

# Site Cleanliness

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We all know construction is a messy business, but that does not mean the jobsite has to be *sloppy*.

The construction director will be performing monthly or bi-weekly site walks depending on the project and the stage of completion. You can trust and believe in an organized, well run and *safe* jobsite when working with USA Construction.

Our team holds every member of the crew accountable for their work area daily. Our goal is to leave as little footprint as possible when building your aquatic facility.



# Quality Control Assessments

With USA Construction as your preferred partner, rest assured that our focus is always on the quality of our work/product!

Each week your project manager is going to check in with you, the director and the super individually. During this check ins your project manager will utilize a quality control assessment form to make sure that the partner, the director and the on site superintendent are satisfied and up to date on what has been completed, what is currently in progress, what needs correcting, the plan for correcting and what are the next steps towards success and project completion.

Jobsite Quality Review Planning and Log Sheet			
Project ID	Project Name	Preparer	Date
Planning	<input type="checkbox"/> Invite your client <input type="checkbox"/> Inform field personnel of your review		
Upon Arrival	<input type="checkbox"/> Have a copy of the project specs, standards, and drawings <input type="checkbox"/> Include the superintendent on your walk		
First Look	<input type="checkbox"/> Conduct a general overview of the jobsite <input type="checkbox"/> Pay attention to the most critical and/or risky areas <input type="checkbox"/> List agenda items below		
Assess Completed Work	List your completed tasks and follow the steps below for each completed task: <ul style="list-style-type: none"> <li>Confirm that the task has been fully completed</li> <li>Inspect crucial details that have caused previous/costly issues</li> <li>Verify that the work meets specifications</li> </ul>		Completed Tasks and Notes:
Monitor Work In Progress	List your work in progress and follow the steps below for each task in progress: <ul style="list-style-type: none"> <li>Correct work in progress issues now to prevent costly mistakes later</li> <li>Monitor personnel for proper training on new tasks</li> <li>Pay attention to details that are different on this project from other projects</li> </ul>		Work in Progress and Notes:

Jobsite Quality Review Planning and Log Sheet continued	
Monitor Work In Progress	Examine Materials <ul style="list-style-type: none"> <li>Conform correct materials are being used</li> <li>Observe discarded products and packaging</li> </ul> Examine Equipment <ul style="list-style-type: none"> <li>Review equipment for correct type, proper capacity, and proper condition for quality and safety</li> </ul> Materials/Equipment and Notes:
Verify Material Controls	Review materials for the following: <ul style="list-style-type: none"> <li>Verify materials are being inspected before use</li> <li>Identify materials that have and have not been inspected</li> <li>Look for markings, tags, or "QC Inspected" indicator on materials that have passed inspection</li> </ul> Material Controls and Notes
<b>Corrective Action Plan</b>	
Upon Departure	<input type="checkbox"/> Review notes with field personnel <input type="checkbox"/> Discuss and issues and create a corrective action plan  Corrective Action Plan

# Quality Control Assessments

## Quality Control Plan for Construction

**Automated Form Number**      Template Library-Example Project-Example Team-DP-QUAL-0018 -12

### Section 1      PURPOSE OF THE PROJECT QUALITY MANAGEMENT PLAN

**Provide the purpose of the Project Quality Management Plan. This document should be tailored to fit the particular project needs. Identify which project(s), product(s), and/or the portion of the project life cycle that are covered by this plan and the overall quality objectives for this project.**

**1.1 Project Name and Purpose**      **Project name:** Newtown Street Neighbourhood

**Purpose -** Complete renovation works on the east side buildings

### Section 2      PROJECT QUALITY MANAGEMENT OVERVIEW

**2.1 Organisation, Responsibilities, and Interfaces**      **Describe the primary roles and responsibilities of the project staff as it relates to the practice of Project Quality Management. Indicate responsibilities for activities such as mentoring or coaching, auditing work products, auditing processes, participating in project reviews, etc.**

Name	Role	Quality Responsibility
Dave Hodgson	National quality manager	Coaching all quality personnel and other personnel where applicable
Patricia Barbara	Quality manager	Quality auditing on work products
Jess King	Team lead	Auditing work products across the project
Balinda Jones	Operations manager	Establish auditing processes and manage personell
James Tran	Review inspector	Organising and leading all participation in project reviews

**2.2 Tools, Environment, and Interfaces**      **List and define the data elements the quality tools that will be used to measure project quality and level of conformance to defined quality standards/metrics.**

Tool	Description
Benchmarking	Referencing and monitoring quality in comparison to industry recognised benchmarks
Continuous improvement	Setting our own benchmarks and seeking continuous improvement across operations
Quality management software platform	Get real-time analytics and insights from quality performance to properly analyse and adjust course where required
3rd party audit	3rd party auditing at pre-defined intervals to ensure quality and compliance

### Section 3      PROJECT QUALITY MANAGEMENT

**At the highest of levels Quality Management involves planning, doing, checking, and acting to improve project quality standards. The practice of Quality Management is broken into three process groups:**

- 3.1 Quality Planning (QP),

# Quality Control Assessments

- 3.2 Quality Assurance (QA) and
- 3.3 Quality Control (QC).

The following sections define how this project will apply each of these practice groups to define, monitor and control quality standards.

## 3.1 Quality Planning (QP)

Identify which quality standards are relevant to the project and how to satisfy them. Identify and define appropriate quality metrics and measures for standards for project processes, product functionality, regulatory compliance requirements, project deliverables, project management performance, documentation, testing, etc. Identifies the acceptance criteria for project deliverables and product performance

### 1. Project structure

Separate Quality Staff - Testing is a very specialised function. A contractor may elect to hire a separate staff or subcontractor to perform testing and to generate the documentation required by the FAR Clause and the FP. But the testing and documentation are only part of the inspection system required by the contract. If the entire inspection system is performed by personnel separate from production personnel, that would mirror the traditional relationship between contractor and agency organisations.

### 2. Process control testing

Testing provides a reflection of quality and the process. But only changes to the process can improve quality. Extensive testing needed to identify defects so that they can be corrected is an indication of a poor process. Ideally frequencies of QC testing are dependent on characteristics of the overall process. In a transition environment however, when contractors are not used to designing comprehensive QC systems, it may be necessary for the agency to provide guide frequencies to minimize the risk of serious deficiencies undetected until late in the process.

### 3. Inspection/control procedures

For most typical FLH construction projects the narrative describing inspection/control procedures should adequately address the quality process basics in two to five pages for each phase of construction (see below). This does not include testing schedules, certification requirements, summaries and other attachments. In addition, if the narrative includes excessive redundancies, paraphrasing of the contract and other extraneous materials, that will add to the required length.

### 4. Preliminary, Startup and Production Phases

The FP requires each of the three sequential phases to be addressed separately. For five categories of construction, a five by three matrix is generated which constitutes the inspection/control part of the CQCP. The preliminary phase includes evaluation of equipment, materials and other resources prior to work being started. It also involves comparing contract requirements with training and other needs. Startup includes the additional management, training and inspection resources usually needed when a new operation is started. Production addresses the routine QC resources necessary after the process is established.

### 5. Subcontractors and Suppliers

When subcontractors and suppliers [other than suppliers of commercial items] provide part of the work, then the QCP needs to be clear whether their QC responsibilities will be independent, or a part of the prime contractor's responsibilities. If they are independent, then the subcontractors or suppliers QCP must be developed and submitted for approval, through the prime.

### 8. Manufactured Materials

# Quality Control Assessments

**Commercial Items** - These are materials manufactured and sold to the general public, as opposed to materials made to the unique specifications of the agency. For most commercial items, the contractor's responsibilities are limited to verification that the materials are as required or permitted in the contract, and that the delivered materials are in fact those approved materials. Some materials which are arguably commercial are considered of critical importance, and have specific QC/QA requirements in the contract.

**Non-commercial Items** - These are materials manufactured offsite, but specifically to agency specifications for this project. QC plan coverage for non-commercial items should be a separate document from the manufacturer, or the manufacture of those items should be included in the QC plan of the contractor or a subcontractor. Like critical commercial items, critical non-commercial items may have specific QC/QA requirements in the contract.

Explanation	Comment
<b>3.1.1 Define Project Quality</b> Identify quality standards and expectations for customers, the project, organization and federal regulations, define customer and project goals, quality standards, critical success factors, and metrics for which to measure success, and outline acceptance criteria for project deliverables and product performance.	Covered in OKR sheet 2
<b>3.1.2 Measure Project Quality</b> Identify desired metrics and related monitoring processes for which to measure quality standard, develop a plan for measuring quality, define methods of data collection and archiving, and document timeframe for measurement and metrics reporting.	Covered in ITP-001

**3.2 Quality Assurance (QA)** Identify and define those actions, and the metrics to measure them, that provide the confidence that project quality is in fact being met and has been achieved. Relate these actions to the quality standards defined in the planning section of this document.

**Defect tracking and reporting** - Track the number of defects which have been reported (and are open/closed) using the quality management software.

**Hold points and witness points** - Same as above.

**Defects per subcontractor** - Track the number of defects per subcontractor using safety management software, and assess punch list and snag list completion and performance.

**Project delays** - Track days behind schedule, planned vs. actuals and budgeting to track how much quality has impacted these core project KPI's.

**Variations** - The number of variations and instructions are indicative of project scope changing which introduce more uncertainty around jobs and quality which can negatively impact quality.

**Lot management** - Understand how each team and function is performing from lot reporting.

Explanation	Comment
<b>3.2.1 Analyze Project Quality</b> Analyze quality data, document opportunities for improvement and apply what was learned from quality analysis to eliminate gaps between current and desired levels of performance.	Quality management software to improve planned vs. actuals and real-time tracking and monitoring.

# Our Partners

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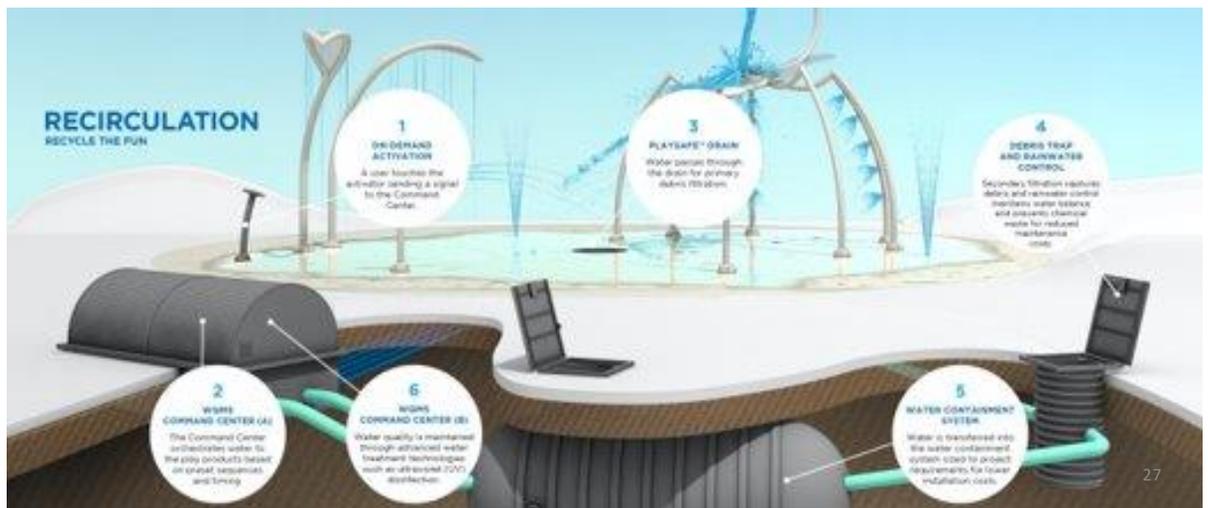
Newly-designed commercial and residential pool filter packs are made of thick fiberglass lids with a one-inch floor for no warping and easy drainage. Aquaworx uses stainless hardware on our hinges and latches in addition to unions on all pumps for easy removal.

# Our Partners



## SAFESWAP™ ANCHORING SYSTEM

- Attractive ground caps are substituted for future play products
- Easily add future play elements with no change to infrastructure
- Easily move products from one location to another at no additional cost
- Provides flexibility to spread investment over time as capital becomes available
- Structural stainless-steel base for maximum strength
- Optional interim spray cap (as shown)



# Our Partners

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# Our Partners

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# Our Partners

## POLYSOFT

FLEXIBLE SEAMLESS PAVING

**POLYSOFT**  
FLEXIBLE SEAMLESS PAVING

**POLYSOFT COLOUR RANGE**

PolySoft is a specifically designed product for wet area surfaces and children's playgrounds, where comfort and safety are paramount.

PolySoft's colour range has been carefully selected to provide an unlimited choice of striking combinations for pool surrounds and water play areas. The unique combination of the soft texture of PolySoft and the natural colour range, gives designers, architects and all involved, the freedom to create areas that are aesthetically pleasing and safe underfoot.

**OUTDOOR AREAS AND CHILDREN'S PLAYGROUNDS**

PolySoft is the ideal surface solution for children's playgrounds. It is also suited to public pathways, molop areas, entertainment venues and any application that requires a soft seamless flexible surface.

When combined with the appropriate cushion underlay, PolySoft is an exceptional impact attenuating safety surface meeting all fall height requirements. PolySoft addresses all the common issues usually associated with traditional surfacing. These include cracking, fading and surface temperature.

**WET AREAS**

PolySoft is perfectly suited for use around pools, in water theme parks, rehabilitation hydrotherapy pool entries, splash pads and any application where a chlorine resistant surface treatment is required. The heat reduction in surface temperature makes barefoot travel possible, even in extreme environments.

PolySoft can be tailored to suit individual project considerations, such as slip resistance and drainage. PolySoft also has unique properties that allow it to be travelled onto vertical surfaces, making it suitable to the pool interior.

**EARTH - AIR - WATER - FIRE**

[WWW.POLYSOFT.COM.AU](http://WWW.POLYSOFT.COM.AU)  
POOL SURROUNDS - PLAYGROUNDS - PATHWAYS



# Our Partners

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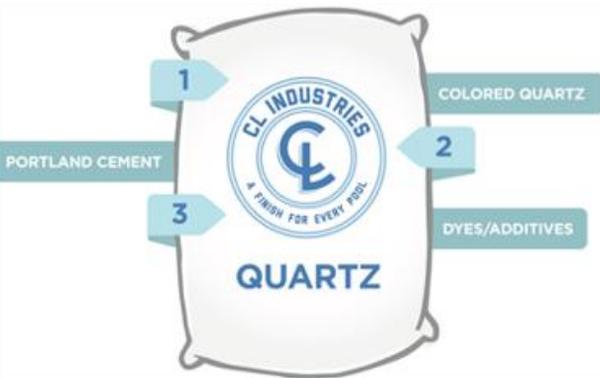
# Our Partners



# Our Partners

## Krystalkrete

EXPOSED AGGREGATE POOL FINISH



## USA CONSTRUCTION



### **PROPOSAL FOR: Tupelo Aquatic Center Pool Liner Replacement**

This Agreement, between the undersigned,  
(herein referred to as "Owner"), hereby contracts with USA Construction  
(herein after referred to as "Contractor") for the installation described below at the  
price, terms, and conditions set forth herein.

**JOB ADDRESS: 692 N Veterans Memorial Blvd, Tupelo, MS 38804**

**MAIL ADDRESS: 71 East Troy Street Tupelo, MS 38804**

**CONTRACT PRICE (in words): Two Hundred Forty-Eight Thousand Eight Hundred Sixty dollars 0/100**

**CONTRACT PRICE (in numbers): \$248,860.00**

**Payable as follows:**

#### PAYMENT SCHEDULE

	DUE									
	Total Contract Price	Mobilization	Demo	Material	Tile	Paint	Lights	Deck	Plaster	Final
1 Year	\$248,860.00	\$12,443.00	\$37,329.00	\$39,817.60	\$24,886.00	\$14,931.60	\$7,465.80	\$37,329.00	\$62,215.00	\$12,443.00

USA CONSTRUCTION agrees to furnish and pay all labor, material, equipment, taxes, insurance, and do all things necessary for the proper construction and completion of swimming pool at Tupelo Aquatic Center, Located in Tupelo, MS in accordance with the requirements of the local Health Department in effect on the date of this Agreement, and as shown on the plans provided by the Owner. Without limiting the generality of foregoing, the work is generally described as the construction of a swimming pool the shape and size specified on the attached plan and as described in the Plans and Specifications provided by the Owner.

Any written notices, which may be required herein, shall be mailed by Registered or Certified US Mail, return receipt requested, to the Contractor at the following address:

USA Construction  
1595 Peachtree Pkwy  
Suite 204-344  
Cumming, GA, 30041



**SCOPE:**

The work consists of re-lining the existing warm-up pool at Tupelo Aquatics and all associated necessary work. This includes, but is not limited to, the necessary removal and/or salvaging of any existing equipment, appurtenances, and the existing liner, and as instructed and approved by the manufacturer of the new liner. It also includes the re-installation of all items removed, salvaged, and stored by the contractor during the demolition and re-installation of the new liner. The intent is that the re-lined pool is fully operational at project completion.

**Please refer to the RFP documents for full Scope of Work**



**PLANS:**

Owner is required to provide Contractor with three (3) full sets of engineer stamped plans upon signing of agreement. Contractor cannot start the project or the permit process without three (3) full sets of engineer stamped plans. Plans must include drawings of pool layout with depths and dimensions of pool, plumbing layout of pool, and all electrical lines for pool to include pump room layout and pool lights. Contractor can provide these plans at an additional fee to the agreement cost.

**POOL OPERATIONS**

The Contractor shall put the filtration equipment into operation. The Contractor shall provide oral instructions; as well as provide all owners' manuals to Owner. The premises shall be cleared of all excess materials, tools, equipment and debris from construction site.

This bid assumes there are no underground rocks or structures, quicksand, lakes, trash dumps or Fuel tank, and there is reasonable access to the job site. This bid also assumes there is acceptable soil type and compaction to support pool structure and decks.

Owner represents that he/she has title to the land, that the pool is located within the property lines and clear setbacks, underground installations and overhead power lines, and that the pool and equipment location complies with applicable zoning laws.

**CHANGE ORDERS**

Any additional work that is above and beyond the original scope of work listed above shall be invoiced separately and payment shall be due upon completion of additional work that was approved by Owner in the change order. Any change orders that are more than \$2,000.00 shall require a 50% deposit with the written approved change order. Payment terms listed below shall apply to all change orders.

**ADDENDA**

The following Addenda are pursuant to, and part, of this Agreement:

          N/A            
\_\_\_\_\_  
\_\_\_\_\_

**PERSONNEL/SUBCONTRACTORS**

Whereas, Company will invest substantial resources to train and convey information concerning operational/construction techniques and management procedures to its personnel and subcontractors at Owner's facility, Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the project named herein for a period of one (1) year from the date of completion or cancellation of this agreement. Owner further agrees not to contract for any work performed at project as described herein with any subcontractor hired by Contractor (without the prior written consent of Company) to perform work on project listed above herein for a period of one (1) year from the date of completion or cancellation of this agreement. Hiring of subcontracts by Owner is a direct breach of this agreement and a violation of the permit status of this project.



### **PAYMENT TERMS**

Contract Payments are due as indicated above. Any contract payment not made within ten (10) days of the schedule listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payments are not received within fifteen (15) days of the schedule listed above, the Company shall have the right, at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's premises without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein. In the event that Company is required to collect payment at Owner's establishment, Owner agrees to pay an amount not to exceed \$350.00 for courier services.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

Further, Contractor will not assume any liability or responsibility for any work during the Warranty Period until all invoices are paid and Owner's account is current.

### **CANCELLATION**

The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (1) Owner shall notify corporate office (1595 Peachtree Pkwy Suite 204-344 Cumming, GA, 30041) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have ten (10) business days following receipt of certified notification to remedy stated violation of agreement. (Remedy Period)
- (2) If Company fails to remedy the violation within the Remedy Period as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This Agreement shall then terminate five (5) days after the receipt thereof by the Company and be considered the Termination Date.

### **CLOSE OUT/SUBSTANTIAL COMPLETION**

Owner is required to attend a Close Out walk through of job site within 3 days of Substantial Completion of project. Substantial Completion is achieved when facility/pool is usable and or permitted for operations. If Owner does not attend the Close Out walk through, Owner agrees to final completion and payment of all outstanding invoices, including any and all retainage.

### **WARRANTY PERIOD/WARRANTY REVIEW**

Contractor provides a one-year warranty (Warranty Period) on all parts and labor for this project. The Warranty Period on parts is limited to the extent of the Manufacturer's warranty for each part. Owner is entitled to request a Warranty Review throughout the Warranty Period as long as all outstanding payments/invoices are completely paid to Contractor. In order to request a Warranty Review of the project, Owner is required to submit the request in writing to our office via certified mail detailing any item they would like the Contractor to review under our warranty terms. Upon receipt of Warranty Review, Contractor will have ten (10) days to provide a written response to the Owner's Warranty Review request. If Warranty Review contains items that fall within the warranty provided under this agreement, Contractor has thirty (30) days to correct those items that fall under our warranty from date of acceptance of Owner's Warranty Review.



Warranty Period begins upon Substantial Completion and completion of Close Out walk through. However, a Warranty Review will not be accepted at any time until Owner has paid all contract payments and outstanding invoices due on this project.

#### **GOVERNING LAW**

This Contract shall be governed by and construed according to the Laws of where the Company is domiciled. Venue for any disputes arising out of this Contract shall be in the State or Superior Courts of where the Company is domiciled.

#### **MODIFICATION**

This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Contractor and so their respective heirs, successors and assigns.

#### **STRICT COMPLIANCE**

No failure of Contractor to exercise any power or right granted herein, or to insist compliance by Owner with its obligations and duty herein shall constitute a waiver of Contractor's right to demand strict compliance with the provisions hereof at any time.

#### **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **NONWAIVER**

Owner and Contractor agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

#### **ATTORNEYS FEES**

In the event of legal action to enforce the rights of the Contractor or Owner, under the terms of this Agreement, the parties agree that the Contractor shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees.

#### **GOOD FAITH**

USA Construction has provided this proposal in good faith based on information obtained from the owner and from our inspections.

#### **MISCELLANEOUS**

Acts of God, natural phenomenon, previous damage or irregularities, or those inconsistencies beyond the control of USA Construction may give cause to the contractor to advise the owner of a change in scope of the work. This change may necessitate an adjustment in price, or a modification in some part of the work to be performed.



**PROPOSAL EXPIRATION DATE**

This contract is void at the Company's option if not executed by the Owner and returned to the Company 14 days after December 11, 2025.

**BINDING AGREEMENT**

This instrument shall become effective as of \_\_\_\_\_. The Agreement shall become binding upon the signature and /or seal of both parties.

**ACCEPTANCE**

Acceptance of this Agreement by Owner through signatures below and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Thanks for your confidence in USA Construction.

**USA CONSTRUCTION**

By: USA Construction, LLC

Officer: \_\_\_\_\_

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

**City of Tupelo**

By: \_\_\_\_\_  
Authorized Agent- "Owner"

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

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

**SECTION 004200 PROPOSAL FORM**

BIDDER	<u>USA Construction LLC</u>
<hr/>	
ADDRESS:	<u>1022 North 7th Ave, Laurel, MS</u> <u>39441</u>
<hr/>	
<hr/>	
DATE:	<u>12/10/2025</u>

City of Tupelo, Parks and Recreation  
71 East Troy Street  
Tupelo, Mississippi 38804

**RE: City of Tupelo Parks and Recreation  
Tupelo Aquatic Center Pool Liner Replacement- *REBID 2025*,  
Bid #2025-035AQ  
Tupelo, Mississippi**

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

BASE BID: Two Hundred Forty-Eight Thousand Eight Hundred Sixty  
dollars  
(\$ 248,860.00 ).

I (We) agree to hold our bid open for acceptance for **forty-five (45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 25 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, USA Construction LLC (insert company name) is certifying that neither USA Construction LLC (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**LIQUIDATED DAMAGES:** For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day.** NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDENDUM RECEIPT: The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u>1</u>	Dated:	<u>10/29/2025</u>
Addendum No.:	<u>2</u>	Dated:	<u>11/11/2025.</u>
Addendum No.:	<u>3</u>	Dated:	<u>11/18/2025</u>
Addendum No.:	<u>4</u>	Dated:	<u>11/24/2025</u>

**SUBCONTRACTOR AND SUPPLIER LISTING:**

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid- chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]

Our Corporation is chartered under the laws of the State of Wyoming, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Leonardo Escalante	1595 Peachtree Pkwy, Suite 204-344, Cumming, GA 30041	President/Owner

[TO BE FILLED IN IF A PARTNERSHIP]

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

USA Construction LLC, 1595 Peachtree Pkwy, Suite 204-344, Cumming, GA  
 30041  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNED: *J Makonnen*

TITLE: Office Administrator

CERTIFICATE OF RESPONSIBILITY NO.: 65008

**DIRECTIONS FOR MAILING:**

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

**Address To:**

City of Tupelo, Tax Office  
71 East Troy Street  
Tupelo, Mississippi 38804

**DIRECTIONS FOR ELECTRONIC BIDS:**

[www.tupelomsbids.com](http://www.tupelomsbids.com)

**Bid for:**

City of Tupelo Parks and Recreation  
Tupelo Aquatic Center Pool Liner Replacement- *REBID 2025*  
Tupelo, Mississippi

**to be opened at 2:00 PM, Thursday, October 30, 2025.**



FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of Georgia

County of Fulton

Yohanna Makonnen, being first duly sworn, deposes and says:

That he is Office Administrator the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Leonardo Escalante (insert Owner's name) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Y Makonnen  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 10 day of December, 2025

My commission expires 02-18-2029

End of Proposal Form



# BID BOND

Individual Surety Mike Price

---

**CONTRACTOR:**

*(Name, legal status and address)*

**USA Construction LLC  
1595 Peachtree Parkway Suite 204-344  
Cumming, GA 30041**

**OWNER:**

*(Name, legal status and address)*

**CITY OF TUPELO  
71 East Troy Street  
Tupelo, Mississippi 3880**

**SURETY:**

*(Name, legal status and principal place of business)*

**Individual Surety Mike Price  
8725 Roswell Rd Ste H  
Sandy Springs, GA 30350**

**BOND AMOUNT: (\$12,443.00) Twelve Thousand Four Hundred Forty-Three dollars 0/100**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Tupelo Aquatics Pool Liner, Bid #2025-035AQ  
692 N Veterans Memorial Blvd  
Tupelo, MS 38804**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10 day of December, 2025.

**USA Construction LLC**

*J. Makonnen*

(Principal)

(Seal)

**Office Administrator**

(Title)

Individual Surety Mike Price

*Mike Price*

(Surety) **Mike Price**

(Seal)

**Individual Surety**

(Title)

*[Signature]*

(Witness)

*[Signature]*

(Witness)

SECTION 004200 PROPOSAL FORM

BIDDER

MEMPHIS POOL SUPPLY CO., INC.  
2762 GETWELL RD

ADDRESS:

MEMPHIS, TN, 38118

DATE:

12/11/2025

City of Tupelo, Parks and Recreation  
71 East Troy Street  
Tupelo, Mississippi 38804

RE: **City of Tupelo Parks and Recreation**  
**Tupelo Aquatic Center Pool Liner Replacement- REBID 2025,**  
**Bid #2025-035AQ**  
**Tupelo, Mississippi**

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

BASE BID: TWO HUNDRED EIGHTY SEVEN THOUSAND NINE  
HUNDRED EIGHTY DOLLARS (\$ 287,980.00 )

I (We) agree to hold our bid open for acceptance for forty-five (45) calendar days from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 90 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, MEMPHIS POOL SUPPLY CO., INC. (insert company name) is certifying that neither MEMPHIS POOL SUPPLY CO., INC. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**LIQUIDATED DAMAGES:** For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; \$500.00 per calendar day. NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDENDUM RECEIPT: The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u>1</u>	Dated:	<u>OCTOBER 29, 2025</u>
Addendum No.:	<u>2</u>	Dated:	<u>NOVEMBER 11, 2025</u>
Addendum No.:	<u>3</u>	Dated:	<u>NOVEMBER 18, 2025</u>
Addendum No.:	<u>4</u>	Dated:	<u>NOVEMBER 24, 2025</u>

**SUBCONTRACTOR AND SUPPLIER LISTING:**

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid- chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]

Our Corporation is chartered under the laws of the State of TENNESSEE, and the names, titles and business addresses of the principal officers are as follows (non-residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State Zip)	Title
MARK REED	2762 GETWELL RD. MEMPHIS, TN. 38118	PRESIDENT
MORRIS REED	2762 GETWELL RD. MEMPHIS, TN. 38118	VICE PRESIDENT
KAY REED	2762 GETWELL RD. MEMPHIS, TN. 38118	SECRETARY

[TO BE FILLED IN IF A PARTNERSHIP]

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

MEMPHIS POOL SUPPLY CO. INC.

2762 GETWELL RD.

MEMPHIS, TN. 38118

EMAIL - MREED@MEMPHISPOOL.COM

SIGNED:  \_\_\_\_\_

TITLE: PRESIDENT \_\_\_\_\_

CERTIFICATE OF RESPONSIBILITY NO.: 08785-5C \_\_\_\_\_

**SECTION 004200 PROPOSAL FORM**

BIDDER

MEMPHIS POOL SUPPLY CO., INC.  
2762 GETWELL RD

ADDRESS:

MEMPHIS, TN, 38118

DATE:

12/11/2025

City of Tupelo, Parks and Recreation  
71 East Troy Street  
Tupelo, Mississippi 38804

RE: **City of Tupelo Parks and Recreation**  
**Tupelo Aquatic Center Pool Liner Replacement- REBID 2025,**  
**Bid #2025-035AQ**  
**Tupelo, Mississippi**

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

BASE BID: TWO HUNDRED EIGHTY SEVEN THOUSAND NINE  
HUNDRED EIGHTY DOLLARS (\$ 287,980.00 )

I (We) agree to hold our bid open for acceptance for forty-five (45) calendar days from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in 90 (contractor insert number of days (xx)) days, subject to the terms and conditions of the Contract.

By signing this letter, MEMPHIS POOL SUPPLY CO., INC. (insert company name) is certifying that neither MEMPHIS POOL SUPPLY CO., INC. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**LIQUIDATED DAMAGES:** For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; \$500.00 per calendar day. NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**ADDENDUM RECEIPT:** The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u>1</u>	Dated:	<u>OCTOBER 29, 2025</u>
Addendum No.:	<u>2</u>	Dated:	<u>NOVEMBER 11, 2025</u>
Addendum No.:	<u>3</u>	Dated:	<u>NOVEMBER 18, 2025</u>
Addendum No.:	<u>4</u>	Dated:	<u>NOVEMBER 24, 2025</u>

**SUBCONTRACTOR AND SUPPLIER LISTING:**

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid-chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]

Our Corporation is chartered under the laws of the State of TENNESSEE, and the names, titles and business addresses of the principal officers are as follows (non-residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State Zip)	Title
MARK REED	2762 GETWELL RD. MEMPHIS, TN. 38118	PRESIDENT
MORRIS REED	2762 GETWELL RD. MEMPHIS, TN. 38118	VICE PRESIDENT
KAY REED	2762 GETWELL RD. MEMPHIS, TN. 38118	SECRETARY

[TO BE FILLED IN IF A PARTNERSHIP]

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

MEMPHIS POOL SUPPLY CO. INC.  
2762 GETWELL RD.  
MEMPHIS, TN. 38118  
EMAIL - MREED@MEMPHISPOOL.COM

SIGNED: 

TITLE: PRESIDENT

CERTIFICATE OF RESPONSIBILITY NO.: 08785-5C

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of Tennessee

County of Shelby

MARK REED, being first duly sworn, deposes and says:

That he is PRESIDENT OF MEMPHIS POOL SUPPLY CO., INC. the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against CITY OF TUPELO, MS. (insert Owner's name) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

[Signature] PRESIDENT  
Officer, if the bidder is a corporation:



Subscribed and sworn to before me the 10<sup>th</sup> day of December, 2025

Linda W. Brock

My commission expires 1-3-2028

End of Proposal Form

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Memphis Pool Supply Co., Inc.  
2762 Getwell Road  
Memphis, TN 38118

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty & Surety Company of America  
One Tower Sq 252B  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

City of Tupelo, Office of the Mayor  
71 East Troy St.  
Tupelo, Mississippi 38804

**BOND AMOUNT:** \$ Five Percent of the amount of the bid------(5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

City of Tupelo, Tupelo Aquatic Center Pool Liner Replacement  
Parks and Recreation, Project No. 24037.00  
Tupelo, Mississippi

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.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

11th December  
Signed and sealed this day of , 2025

Memphis Pool Supply Co., Inc.

(Principal)

(Seal)

(Witness)

(Title)

Travelers Casualty & Surety Company of America

(Surety)

(Seal)

*Samantha Mice*

*Candace R. Holland*

(Witness)

(Title)

Candace R. Holland

Attorney-in-Fact

Int.



**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 **Candace R. Holland** of **CORDOVA**, **Tennessee**, 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

By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

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 **11th** day of **December**, **2025**



  
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.**



**STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
BOARD FOR LICENSING CONTRACTORS**

Mailing Address: 500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243-1150

TELEPHONE: 800-544-7693 OR (615) 741-8307 OR FAX (615) 532-2868

<http://tn.gov/commerce/boards/contractors/>

Email: [Contractors.Home-Improvement@TN.Gov](mailto:Contractors.Home-Improvement@TN.Gov)

**Tennessee's Bid Preference Law**

This is to confirm the bid preference law for those contracting in other states bordering Tennessee. Our state requires the same of nonresident contractors as they do of resident contractors. This statute is found in T.C.A. 12-4-801 and states in part, should the bidder on a public construction project in this state be a resident of another state contiguous to Tennessee, a like reciprocal preference is allowed.

Attached is a copy of the law, under Tennessee Code Annotated, Title 12, Chapter 4 and Part 8. This may also be downloaded from the LexisNexis law resource at [www.michie.com](http://www.michie.com)

Should you need information regarding the reciprocity agreements relative to obtaining a Tennessee contractors license, this information is available from our Board's website at: <http://tn.gov/commerce/boards/contractors/>

**Tennessee Code Annotated**  
**Title 12**  
**Public Property, Printing And Contracts**

**Part 8**  
**—Bidding Preferences**

**12-4-801. Definitions. —**

As used in this part, unless the context otherwise requires:

- (1) “Public construction project” means and includes a public works project as defined in title 9, chapter 21;
- (2) “Responsible bidder” means a person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance; and
- (3) “Responsive bidder” means a person who has submitted a bid which conforms in all material respects to all documents, whether attached or incorporated by reference, utilized for soliciting bids.

[Acts 1990, ch. 1062, § 2.]

**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.]

(As of 2/3/11)

# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

MEMPHIS POOL SUPPLY, INC.  
2762 GETWELL ROAD  
MEMPHIS, TN 38118

is duly registered and entitled to perform

SWIMMING POOLS



*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 16 day of Apr. 2025*

CERTIFICATE OF RESPONSIBILITY

No. **08785-SC**

Expires Apr. 16, 2026

*Joel A. Carroll*

CHAIRMAN OF THE BOARD