

COOK COGGIN ENGINEERS, INC.

BID OPENING CONFERENCE – LIST OF ATTENDEES

Representing

Caleb Fancher	CCE
Greg Dillard	COT
Ronald Barker	GOT
Mark Weeden	CCE
Johnny Timmons	TWL
Chris Lewis	TW3L
CRISTENBLAND	RPDD

June 12, 2025 @ 10:00am Tupelo City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804					04370-MC Paul Smithey Construction Co., Inc. 702 Westmoreland Drive Tupelo, MS 38801					24650-MC Eubank Construction Co. 2011 North Second St Booneville, MS 38829					12345-MC Enscoor, LLC 5566 Commander Drive Arlington, TN 38002					25950-MC L&M Construction, LLC P.O. Box 1335 Northport, AL 35476				
Item No.	Item	Quantity	Unit		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount								
CONTRACT D - TULIPS LIFT STATION RETROFITS & PRESSURE SEWER LINES																								
1	Mobilization	1	LS	\$	144,627.00	\$	144,627.00	\$	50,000.00	\$	50,000.00	\$	500,000.00	\$	50,000.00	\$	52,051.31							
2	Temporary Silt Fence	1,500	LinFt	\$	4.33	\$	6,495.00	\$	5.00	\$	7,500.00	\$	7.00	\$	10,500.00	\$	9,000.00							
3	Wattles	200	LinFt	\$	11.66	\$	2,332.00	\$	20.00	\$	4,000.00	\$	20.00	\$	4,000.00	\$	620.00							
4	Seeding & Mulching	9,000	LinFt	\$	3.73	\$	33,570.00	\$	10.00	\$	90,000.00	\$	2.50	\$	22,500.00	\$	54,090.00							
5	Crushed Stone Resurfacing	20	CuYd	\$	93.72	\$	1,874.40	\$	125.00	\$	2,500.00	\$	110.00	\$	2,200.00	\$	1,800.00							
6	Crushed Stone Foundation Stabilization	100	CuYd	\$	93.72	\$	9,372.00	\$	125.00	\$	12,500.00	\$	110.00	\$	11,000.00	\$	9,000.00							
RAYBURN'S LIFT STATION REHAB																								
Rehabilitate Rayburn's Lift Station (Includes New Control Panel, SCADA System Installation, Pressure Transducers & 4-Way Plug Valve Replacement)																								
7	10" Insertion Valve	1	LS	\$	326,854.89	\$	326,854.89	\$	320,000.00	\$	320,000.00	\$	138,000.00	\$	320,155.25	\$	320,155.25							
8	150kW Generator and 250A Transfer Switch	1	Ea	\$	19,830.30	\$	19,830.30	\$	33,000.00	\$	33,000.00	\$	25,500.00	\$	25,500.00	\$	60,566.15							
9	10' 48" Doghouse Manhole, Vented Lid (0'-6" Depth)	1	LS	\$	95,850.00	\$	95,850.00	\$	87,000.00	\$	87,000.00	\$	70,000.00	\$	70,000.00	\$	191,703.65							
10	14" PC 250 Ductile Iron Gravity Sewer Line (10'-12' Depth)	1	Ea	\$	5,325.00	\$	5,325.00	\$	10,500.00	\$	10,500.00	\$	8,000.00	\$	8,000.00	\$	5,500.00							
11	48" Manhole Extra Depth	7	VentFt	\$	213.00	\$	1,491.00	\$	300.00	\$	2,100.00	\$	300.00	\$	2,100.00	\$	49,000.00							
12	14" PC 250 Ductile Iron Gravity Sewer Line (10'-12' Depth)	37	LinFt	\$	173.60	\$	6,423.20	\$	315.00	\$	11,655.00	\$	500.00	\$	18,500.00	\$	96,555.20							
13	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$	5,369.73	\$	5,369.73	\$	3,500.00	\$	3,500.00	\$	9,500.00	\$	9,500.00	\$	7,500.00							
14	Temporary Bypass Pumping Allowance	1	LS	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00							
OLD LAGOON LIFT STATION REPLACEMENT																								
Old Lagoon Station Removal and Wetwell Grouting																								
15	Old Lagoon 750 GPM Sewage Lift Station (Includes Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$	552,005.48	\$	552,005.48	\$	620,000.00	\$	620,000.00	\$	550,000.00	\$	550,000.00	\$	186,580.34							
16	Replacement of Open Channel Flow Monitoring Equipment (Includes Removal to Existing Equipment and Connections to CSI SCADA System)	1	Lot	\$	13,472.25	\$	13,472.25	\$	20,000.00	\$	20,000.00	\$	18,000.00	\$	18,000.00	\$	12,500.00							
17	18' 48" Manhole, Vented Lid	1	Each	\$	5,325.00	\$	5,325.00	\$	10,500.00	\$	10,500.00	\$	8,000.00	\$	8,000.00	\$	4,500.00							
18	48" Manhole Extra Depth	6	VentFt	\$	159.75	\$	958.50	\$	300.00	\$	1,800.00	\$	300.00	\$	1,800.00	\$	40,800.00							
19	18" PC 250 Ductile Iron Gravity Sewer Line (Connecting Existing Wet Well to New Wet Well) (10'-12' Depth)	60	LinFt	\$	193.72	\$	11,623.20	\$	305.00	\$	18,300.00	\$	500.00	\$	30,000.00	\$	99,712.80							
20	Temporary Bypass Pumping Allowance	1	LS	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00							
PRESSURE SEWER LINE "A"																								
22	Pipeline & Valve Identification	6	Ea	\$	127.80	\$	766.80	\$	125.00	\$	750.00	\$	250.00	\$	1,500.00	\$	216.00							
23	Restrained Joint for 6" PVC PSL	34	Ea	\$	183.18	\$	6,228.12	\$	450.00	\$	15,300.00	\$	100.00	\$	3,400.00	\$	3,170.50							
24	Ductile Iron Fittings, MJ Compact (C 153)	250	Lb	\$	20.77	\$	5,192.50	\$	25.00	\$	6,250.00	\$	36.00	\$	9,000.00	\$	3,162.50							
25	Directionally Bored 10" HDPE DR 17 Encasement for 6" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	145	LinFt	\$	122.48	\$	17,759.60	\$	200.00	\$	29,000.00	\$	209.00	\$	30,305.00	\$	232,478.50							
26	Directionally Bored 6" HDPE DR 11 Pressure Sewer Line (Includes Bore, Pipe, and Adapters) (Non-Encased)	1,053	LinFt	\$	75.49	\$	79,490.97	\$	110.00	\$	115,830.00	\$	100.00	\$	105,300.00	\$	289,153.80							
27	6" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for HDPE Encasement) (Includes Adapters)	155	LinFt	\$	30.03	\$	4,654.65	\$	60.00	\$	9,300.00	\$	41.26	\$	6,396.30	\$	1,550.00							
28	6" PVC CL 200 Pressure Sewer Line	1,785	LinFt	\$	32.40	\$	57,834.00	\$	30.00	\$	53,550.00	\$	100.00	\$	178,500.00	\$	87,465.00							
29	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$	2,592.21	\$	2,592.21	\$	5,500.00	\$	5,500.00	\$	9,500.00	\$	9,500.00	\$	5,068.00							
30	6" Wet Tap	1	Ea	\$	798.75	\$	798.75	\$	6,500.00	\$	6,500.00	\$	10,500.00	\$	10,500.00	\$	1,000.00							
31	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	2	Ea	\$	8,141.93	\$	16,283.86	\$	12,500.00	\$	25,000.00	\$	10,000.00	\$	20,000.00	\$	58,797.90							
PRESSURE SEWER LINE "B"																								
32	Pipeline & Valve Identification Markers	20	Ea	\$	127.80	\$	2,556.00	\$	125.00	\$	2,500.00	\$	250.00	\$	5,000.00	\$	720.00							
33	200 Lb Rlinap (Includes Genetextile Fabric)	80	Tons	\$	104.37	\$	8,349.60	\$	100.00	\$	8,000.00	\$	70.00	\$	5,600.00	\$	12,000.00							
34	Restrained Joint for 12" PVC PSL	31	Ea	\$	426.00	\$	13,206.00	\$	700.00	\$	21,700.00	\$	380.00	\$	10,950.00	\$	8,951.25							
35	Restrained Joint for 10" PVC PSL	4	Ea	\$	378.08	\$	1,512.32	\$	630.00	\$	2,520.00	\$	325.00	\$	1,300.00	\$	1,054.60							
36	Ductile Iron Fittings, MJ Compact (C 153)	2,800	Lb	\$	16.51	\$	46,228.00	\$	25.00	\$	70,000.00	\$	36.00	\$	100,800.00	\$	35,420.00							
37	Directionally Bored 20" HDPE DR17 Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	393	LinFt	\$	367.43	\$	144,399.99	\$	250.00	\$	98,250.00	\$	460.00	\$	180,780.00	\$	442,400.10							
38	20" x 0.344" Bored Steel Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Railroad Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	200	LinFt	\$	2,159.82	\$	431,964.00	\$	3,000.00	\$	600,000.00	\$	2,636.00	\$	527,200.00	\$	566,072.00							
39	14" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for Encasement) (Includes Adapters)	710	LinFt	\$	71.89	\$	51,041.90	\$	80.00	\$	56,800.00	\$	66.00	\$	46,860.00	\$	25,205.00							
40	12" PVC CL 200 Pressure Sewer Line	5,900	LinFt	\$	73.72	\$	434,944.00	\$	70.00	\$	413,000.00	\$	60.00	\$	354,000.00	\$	327,037.00							

TABULATION OF BIDS

CITY OF TUPELO
TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS - CONTRACT D
SRF PROJECT NO. C280 855-08, MS ARC 21890, BID NO. 2025-019WL
3-09394



June 12, 2025 @ 10:00am Tupelo City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804																			
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount										
41	10" PVC CL 200 Pressure Sewer Line	100	LinFt	\$	56.21	\$	5,621.00	\$	50.00	\$	5,000.00	\$	60.00	\$	6,000.00	\$	1,354.31	\$	135,431.00
42	10" Gate Valve & Box	2	Ea	\$	4,999.11	\$	9,998.22	\$	5,500.00	\$	11,000.00	\$	5,000.00	\$	10,000.00	\$	1,660.00	\$	3,320.00
43	12" Gate Valve & Box	1	Ea	\$	5,949.09	\$	5,949.09	\$	6,300.00	\$	6,300.00	\$	6,000.00	\$	6,000.00	\$	4,039.00	\$	4,039.00
44	10" Wet Tap	4	Ea	\$	1,170.44	\$	4,681.76	\$	6,800.00	\$	27,200.00	\$	12,500.00	\$	50,000.00	\$	1,725.00	\$	6,900.00
45	Combination Sewage Air Valve Assembly on PSL (includes Manhole Basin)	9	Ea	\$	8,307.00	\$	74,763.00	\$	13,000.00	\$	117,000.00	\$	10,000.00	\$	90,000.00	\$	6,903.00	\$	62,127.00
46	Railroad Representatives Allowance (CPKC Inspector & RWIC)	1	LS	\$	75,000.00	\$	75,000.00	\$	75,000.00	\$	75,000.00	\$	75,000.00	\$	75,000.00	\$	75,000.00	\$	75,000.00
BASE BID TOTAL					\$	2,780,476.79		\$	3,140,105.00		\$	3,318,390.30		\$	3,620,873.85				

3-09394-17M

June 12, 2025

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

**TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS CONTRACT D
SRF PROJECT NO. C280 855-08, ARC PROJECT NO. MS ARC 21890
LEE COUNTY, MS**

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the tabulation is enclosed along with the original bids.

Please note that **PAUL SMITHEY CONSTRUCTION CO., INC.** submitted the low BASE BID of **\$2,780,476.79**.

Therefore, given the Tabulated Bids results indicate an award to **PAUL SMITHEY CONSTRUCTION CO., INC.** in the amount of their total BASE BID for a contract award of **\$2,780,476.79**.

Please advise should there be questions or concerns.



John Mark Weeden, P.E.
Project Engineer

Copy To: Paul Smithey Construction Co., Inc., P.O. Box 357, Belden, MS 38826

#12670

3-09394 Tupelo SRF FY21 Tulips Sewer Imp. Contract D

Received June 12, 2025 9:07am CDT

Paul Smithey Construction Co., Inc

Certificate of Resp # 04370-MC

Contact	Wesley Nelson
Address	702 Westmoreland Drive Tupelo, MS 38801
Phone	662-844-0794
Email	paulsmitheyconst@att.net

Attachments

 IMG_20250612_0001.pdf (6.5 MB)

BID FORM

Proposal of Paul Smithley Construction Co., Inc. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Mississippi doing business as A Corporation * to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY21, TULIPS SEWER IMPROVEMENTS CONTRACT D, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

BIDDER acknowledges receipt of the following ADDENDA

Addendum No. 1

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

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

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

REVISED by Addendum 1

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Bid Form - SRF Sewer

2025.06.03

Page 1 of 6

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

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

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CONTRACT D - TULIPS LIFT STATION RETROFITS & PRESSURE SEWER LINES					
1	Mobilization	1	LS	\$ 144,627.00	\$ 144,627.00
2	Temporary Silt Fence	1,500	LinFt	\$ 4.33	\$ 6,495.00
3	Wattles	200	LinFt	\$ 11.66	\$ 2,332.00
4	Seeding and Mulching	9,000	LinFt	\$ 3.73	\$ 33,570.00
5	Crushed Stone Resurfacing	20	CuYd	\$ 93.72	\$ 1,874.40
6	Crushed Stone Foundation Stabilization	100	CuYd	\$ 93.72	\$ 9,372.00
RAYBERN'S LIFT STATION REHAB					
7	Rehabilitate Raybern's Lift Station (Includes New Control Panel, SCADA System Installation, Pressure Transducers & 4-Way Plug Valve Replacement)	1	LS	\$ 326,854.89	\$ 326,854.89
8	10" Insertion Valve	1	Ea	\$ 19,830.30	\$ 19,830.30
9	150kW Generator and 250A Transfer Switch	1	LS	\$ 95,850.00	\$ 95,850.00
10	48" Doghouse Manhole, Vented Lid (0'-6' Depth)	1	Ea	\$ 5,325.00	\$ 5,325.00
11	48" Manhole Extra Depth	7	VertFt	\$ 213.00	\$ 1,491.00
12	14" PC 250 Ductile Iron Gravity Sewer Line (10'-12' Depth)	37	LinFt	\$ 173.60	\$ 6,423.20
13	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 5,369.73	\$ 5,369.73
14	Temporary Bypass Pumping Allowance	1	LS	\$ 10,000.00	\$ 10,000.00

REVISED by Addendum 1

Bid Schedule

Page 3 of 6

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
OLD LAGOON LIFT STATION REPLACEMENT					
15	Old Lagoon Station Removal and Wetwell Grouting	1	LS	\$ 5,857.50	\$ 5,867.50
16	Old Lagoon 750 GPM Sewage Lift Station (Includes Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 552,005.48	\$ 552,005.48
17	Replacement of Open Channel Flow Monitoring Equipment (Includes Removal of Existing Equipment and Connections to CSI SCADA System)	1	Lot	\$ 13,472.25	\$ 13,472.25
18	48" Manhole, Vented Lid	1	Each	\$ 5,325.00	\$ 5,325.00
19	48" Manhole Extra Depth	6	VertFt	\$ 159.75	\$ 958.50
20	18" PC 250 Ductile Iron Gravity Sewer Line (Connecting Existing Wet Well to New Wet Well) (10'-12' Depth)	60	LinFt	\$ 193.72	\$ 11,623.20
21	Temporary Bypass Pumping Allowance	1	LS	\$ 20,000.00	\$ 20,000.00
PRESSURE SEWER LINE "A"					
22	Pipeline & Valve Identification Markers	6	Ea	\$ 127.80	\$ 766.80
23	Restrained Joint for 6" PVC PSL	34	Ea	\$ 183.18	\$ 6,228.12
24	Ductile Iron Fittings, MJ Compact (C 153)	250	Lb	\$ 20.77	\$ 5,192.50
25	Directionally Bored 10" HDPE DR 17 Encasement for 6" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	145	LinFt	\$ 122.48	\$ 17,759.60
26	Directional Bored 6" HDPE DR 11 Pressure Sewer Line (Includes Bore, Pipe, and Adapters) (Non-Encased)	1,053	LinFt	\$ 75.49	\$ 79,490.97
27	6" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for HDPE Encasement) (Includes Adapters)	155	LinFt	\$ 30.03	\$ 4,654.65
28	6" PVC CL 200 Pressure Sewer Line	1,785	LinFt	\$ 32.40	\$ 57,834.00

REVISED by Addendum 1

Bid Schedule

Page 4 of 6

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
29	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 2,592.21	\$ 2,592.21
30	6" Wet Tap	1	Ea	\$ 798.75	\$ 798.75
31	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	2	Ea	\$ 8,141.93	\$ 16,283.86
PRESSURE SEWER LINE "B"					
32	Pipeline & Valve Identification Markers	20	Ea	\$ 127.80	\$ 2,556.00
33	200 Lb. Riprap (Includes Geotextile Fabric)	80	Tons	\$ 104.37	\$ 8,349.60
34	Restrained Joint for 12" PVC PSL	31	Ea	\$ 426.00	\$ 13,206.00
35	Restrained Joint for 10" PVC PSL	4	Ea	\$ 378.08	\$ 1,512.32
36	Ductile Iron Fittings, MJ Compact (C 153)	2,800	Lb	\$ 16.51	\$ 46,228.00
37	Directionally Bored 20" HDPE DR17 Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	393	LinFt	\$ 367.43	\$ 144,399.99
38	20" x 0.344" Bored Steel Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Railroad Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	200	LinFt	\$ 2,159.82	\$ 431,964.00
39	14" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for Encasement) (Includes Adapters)	710	LinFt	\$ 71.89	\$ 51,041.90
40	12" PVC CL 200 Pressure Sewer Line	5,900	LinFt	\$ 73.72	\$ 434,948.00
41	10" PVC CL 200 Pressure Sewer Line	100	LinFt	\$ 56.21	\$ 5,621.00
42	10" Gate Valve & Box	2	Ea	\$ 4,999.11	\$ 9,998.22
43	12" Gate Valve & Box	1	Ea	\$ 5,949.09	\$ 5,949.09
44	10" Wet Tap	4	Ea	\$ 1,170.44	\$ 4,681.76
45	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	9	Ea	\$ 8,307.00	\$ 74,763.00
46	Railroad Representatives Allowance (CPKC Inspector & RWIC)	1	LS	\$ 75,000.00	\$ 75,000.00
BASE BID TOTAL					\$ 2,780,476.79

REVISED by Addendum 1

Bid Schedule

Page 5 of 6

PROPOSED SUBCONTRACTORS

<u>Subcontractor</u>	<u>Address</u>	<u>Work to be Subcontracted Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

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

Respectfully submitted this the 12th day of June, 2025.

By 
Title President

Company Paul Smith Construction Co, Inc.

Address P.O. Box 357 Belden, MS 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address paulsmithconst@att.net

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

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Bid Form – SRF Sewer

2025.06.03

Page 6 of 6

STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Appropriate Recipient)

City of Tupelo

Date _____

Project No. 21890 09394
~~ARC MS-20609~~ CCE # ~~3-09884~~

Project Name: ~~WIDENING AND OVERLAY AT COLLEGE AVENUE~~
Tupelo SRF FY21 Tulips Sewer Improvements Contract D

The Undersigned, having executed a contract with

Paul Smithey Construction Company, Inc.

For the construction of the above identified project acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontracts is his responsibility.

He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5(29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276A-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an eligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

09884

00 43 42-5

Contractor's Certification ARC

2022.10.18

Page 1 of 3

He certifies that:

The legal name and the business address of the undersigned are:

Paul Smitley Construction Co., Inc.

And our Federal Identification No. is 64-0727854
(Please complete)

The undersigned is

- (1) ___ A SINGLE PROPRIETORSHIP (3) ☒ A CORPORATION ORGANIZED IN
THE STATE OF Mississippi
- (2) ___ A PARTNERSHIP (4) ___ OTHER ORGANIZATION (describe)

(c) The name, title and addresses of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
Wesley Nelson	President.	P.O. Box 357 Belden, Ms ³⁸⁸²⁶

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the interest (if none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The name, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION


(Contractor)

By Wesley Nelson

Date 6-12-25

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in pare: (Whoever... makes, passes, utters or publishes any statement, knowing to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Paul Smithey
Construction Co., Inc.

as Principal, and The Gray Casualty & Surety Company

as Surety, are hereby held and firmly bound unto CITY OF TUPELO as owner in the penal

sum of Five percent of amount bid (5%)

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

Signed, this 12th day of June, 2025

The condition of the above obligation is such that whereas the Principal has submitted to **CITY OF TUPELO** a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the **TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS** **CONTRACT D, SRF PROJECT NO. C280 855-08.-**

NOW, THEREFORE,

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

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

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

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

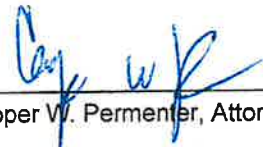
Paul Smithey Construction Co., Inc.

By  (L.S.)
Principal

The Gray Casualty & Surety Company

Surety

SEAL

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

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

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

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Paul Smithey Construction Co., Inc.

Project: Tupelo SRF FY21 Tulips Sewer Improvements, Contract D

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

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

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

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

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



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



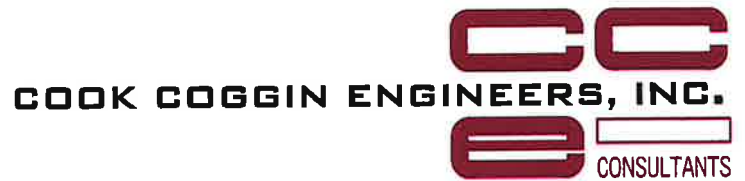
Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of June, 2025.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of June, 2025.





703 Crossover Rd
Tupelo, MS 38801
662-842-7381

City of Nettleton
124 Short Avenue
Nettleton, MS 38858

Invoice number 309631005
Date 06/11/2025

Project **3-09631-19M NETTLETON USDA WATER
DISTRIBUTION IMP**

For Services Rendered

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	15,000.00	100.00	15,000.00	15,000.00	0.00
Preliminary Design	90,860.00	100.00	90,860.00	90,860.00	0.00
Final Design	10,000.00	100.00	10,000.00	10,000.00	0.00
Bidding & Negotiation	10,000.00	100.00	10,000.00	10,000.00	0.00
Construction	20,280.00	100.00	20,280.00	20,280.00	0.00
Post-Construction	6,760.00	100.00	0.00	6,760.00	6,760.00
RPR Services	109,700.00	100.00	109,700.00	109,700.00	0.00
Constrtuction Prolongation	20,473.73	100.00	13,649.73	20,473.73	6,824.00
Application & Supporting Docs	6,374.00	100.00	6,374.00	6,374.00	0.00
Environmental Assistnace	18,427.00	100.00	18,427.00	18,427.00	0.00
MDOT Permitting	8,802.93	100.00	8,802.93	8,802.93	0.00
Easement Assistance	1,350.00	100.00	1,350.00	1,350.00	0.00
Railroad Permitting	9,587.95	100.00	9,587.95	9,587.95	0.00
Misc Allowance	11,458.12	100.00	8,135.00	11,458.12	3,323.12
Total	339,073.73	100.00	322,166.61	339,073.73	16,907.12

Invoice total 16,907.12

Approved by:

David M. Long
Principal

WE APPRECIATE YOUR BUSINESS

Please Remit to P.O. Box 1526, Tupelo, MS 38802

#12672

3-09394 Tupelo SRF FY21 Tulips Sewer Imp. Contract D

Received June 12, 2025 9:39am CDT

Eubank Construction Co., Inc.

Certificate of Resp # 24650MC

Contact	Alan Thompson
Address	2011 N. Second Street Booneville, MS 38829
Phone	662-728-2046
Email	alan.thompson@ecc-inc.net

Attachments

 Tupelo - Tulips Sewer Improvements Contract D - Bid Documents.pdf (1.9 MB)

EUBANK CONSTRUCTION COMPANY

2011 North Second Street

Booneville, MS 38829

Certificate of Responsibility #: 24650 MC

Date of Expiration: January 12, 2026

Classification: Municipal and Public Works

Construction; Highway, Street and

Bridge Construction

SEALED BID TO:

CITY OF TUPLEO

Bid for

TULIPS SEWER IMPROVEMENTS –

CONTRACT D

SRF Project No C280 855-08

ARC Project No. MS ARC 21890

Bid Date: 06/12/2025 @10:00 AM

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CONTRACT D - TULIPS LIFT STATION RETROFITS & PRESSURE SEWER LINES					
1	Mobilization	1	LS	\$ 50,000	\$ 50,000
2	Temporary Silt Fence	1,500	LinFt	\$ 5.00	\$ 7,500
3	Wattles	200	LinFt	\$ 20.00	\$ 4,000
4	Seeding and Mulching	9,000	LinFt	\$ 10	\$ 90,000
5	Crushed Stone Resurfacing	20	CuYd	\$ 125	\$ 2,500
6	Crushed Stone Foundation Stabilization	100	CuYd	\$ 125	\$ 12,500
RAYBERN'S LIFT STATION REHAB					
7	Rehabilitate Raybern's Lift Station (Includes New Control Panel, SCADA System Installation, Pressure Transducers & 4-Way Plug Valve Replacement)	1	LS	\$ 320,000	\$ 320,000
8	10" Insertion Valve	1	Ea	\$ 33,000	\$ 33,000
9	150kW Generator and 250A Transfer Switch	1	LS	\$ 87,000	\$ 87,000
10	48" Doghouse Manhole, Vented Lid (0'-6' Depth)	1	Ea	\$ 10,500	\$ 10,500
11	48" Manhole Extra Depth	7	VertFt	\$ 300	\$ 2,100
12	14" PC 250 Ductile Iron Gravity Sewer Line (10'-12' Depth)	37	LinFt	\$ 315	\$ 11,655
13	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 3,500	\$ 3,500
14	Temporary Bypass Pumping Allowance	1	LS	\$ 10,000.00	\$ 10,000.00

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
OLD LAGOON LIFT STATION REPLACEMENT					
15	Old Lagoon Station Removal and Wetwell Grouting	1	LS	\$ 24,000	\$ 24,000
16	Old Lagoon 750 GPM Sewage Lift Station (Includes Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 620,000	\$ 620,000
17	Replacement of Open Channel Flow Monitoring Equipment (Includes Removal of Existing Equipment and Connections to CSI SCADA System)	1	Lot	\$ 20,000	\$ 20,000
18	48" Manhole, Vented Lid	1	Each	\$ 10,500	\$ 10,500
19	48" Manhole Extra Depth	6	VertFt	\$ 300	\$ 1800
20	18" PC 250 Ductile Iron Gravity Sewer Line (Connecting Existing Wet Well to New Wet Well) (10'-12' Depth)	60	LinFt	\$ 305	\$ 18300
21	Temporary Bypass Pumping Allowance	1	LS	\$ 20,000.00	\$ 20,000.00
PRESSURE SEWER LINE "A"					
22	Pipeline & Valve Identification Markers	6	Ea	\$ 125	\$ 750
23	Restrained Joint for 6" PVC PSL	34	Ea	\$ 450	\$ 15,300
24	Ductile Iron Fittings, MJ Compact (C 153)	250	Lb	\$ 25	\$ 6250
25	Directionally Bored 10" HDPE DR 17 Encasement for 6" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	145	LinFt	\$ 200	\$ 29000
26	Directional Bored 6" HDPE DR 11 Pressure Sewer Line (Includes Bore, Pipe, and Adapters) (Non-Encased)	1,053	LinFt	\$ 110	\$ 115,830
27	6" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for HDPE Encasement) (Includes Adapters)	155	LinFt	\$ 60	\$ 9300
28	6" PVC CL 200 Pressure Sewer Line	1,785	LinFt	\$ 30	\$ 53550

REVISED by Addendum 1
 Bid Schedule
 Page 4 of 6

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
29	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 5500	\$ 5500
30	6" Wet Tap	1	Ea	\$ 6500	\$ 6500
31	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	2	Ea	\$ 12500	\$ 25000
PRESSURE SEWER LINE "B"					
32	Pipeline & Valve Identification Markers	20	Ea	\$ 125	\$ 2500
33	200 Lb. Riprap (Includes Geotextile Fabric)	80	Tons	\$ 100	\$ 8000
34	Restrained Joint for 12" PVC PSL	31	Ea	\$ 700	\$ 21,700
35	Restrained Joint for 10" PVC PSL	4	Ea	\$ 630	\$ 2520
36	Ductile Iron Fittings, MJ Compact (C 153)	2,800	Lb	\$ 25	\$ 70,000
37	Directionally Bored 20" HDPE DR17 Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	393	LinFt	\$ 250	\$ 98,250
38	20" x 0.344" Bored Steel Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Railroad Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	200	LinFt	\$ 3000	\$ 600,000
39	14" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for Encasement) (Includes Adapters)	710	LinFt	\$ 80	\$ 56,800
40	12" PVC CL 200 Pressure Sewer Line	5,900	LinFt	\$ 70	\$ 413,000
41	10" PVC CL 200 Pressure Sewer Line	100	LinFt	\$ 50	\$ 5000
42	10" Gate Valve & Box	2	Ea	\$ 5500	\$ 11000
43	12" Gate Valve & Box	1	Ea	\$ 6300	\$ 6300
44	10" Wet Tap	4	Ea	\$ 6800	\$ 27,200
45	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	9	Ea	\$ 13,000	\$ 117,000
46	Railroad Representatives Allowance (CPKC Inspector & RWIC)	1	LS	\$ 75,000.00	\$ 75,000.00
BASE BID TOTAL					\$ 3,140,105

REVISED by Addendum 1
Bid Schedule
Page 5 of 6

PROPOSED SUBCONTRACTORS

<u>Subcontractor</u>	<u>Address</u>	<u>Work to be Subcontracted Amount</u>
<u>Memphis Road Building</u>	<u>PO Box 771859, Memphis, TN</u>	<u>RAILROAD BRIDGE \$330,000</u>
<u>JEFF'S ELECTRIC SERVICE</u>	<u>PO Box 7191, Tupelo, MS</u>	<u>ELECTRICAL \$60,000</u>

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ 5% OF BID) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

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

Respectfully submitted this the 12TH day of JUNE, 2025.

By Alan Thompson, PRESIDENT
Title

Company EUBANK CONSTRUCTION COMPANY

Address 201 N 2ND ST, Booneville, MS 38829

Phone 662-728-2046

Employer Identification No. 83-1613489

Email Address alan.thompson@ecc-inc.net

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

09394 D

00 41 43

Bid Form – SRF Sewer

2025.06.03

Page 6 of 6

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Eubank Construction Company
as Principal, and Endurance Assurance Corporation
as Surety, are hereby held and firmly bound unto CITY OF TUPELO as owner in the penal
sum of Five Percent (5%) of the Amount Bid

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

Signed, this 12th day of June, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS
CONTRACT D, SRF PROJECT NO. C280 855-08.-

NOW, THEREFORE,

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

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

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

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

~~Eubank Construction Company, 2011 North Second Street, Booneville, MS 38829~~



Alan Thompson, President (L.S.)
Principal

Endurance Assurance Corporation, 4 Manhattanville Road, Purchase, NY 10577 (914) 468-8000

Surety

SEAL

By:



Veronica Lawver, Attorney-in-Fact
MS License No. 10778118

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



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12th day of June, 2025.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Additional Supplementary Information for Bidders
(to be included on all projects bid on October 1, 2022 and after)

B. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, the Contractor shall NOT procure or obtain; extend or renew a contract/subcontract to procure or obtain; or enter into a contract/subcontract (or extend or renew a contract subcontract) to procure or obtain equipment, services, or systems associated with this contract that use telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Also, the Contractor shall NOT purchase in association with this contract:

- (a) Video surveillance and telecommunications equipment produced by Hytera Communication, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

EVERANK CONSTRUCTION COMPANY 2011 N 2ND ST, BRONEVILLE, MS 38829

NAME AND ADDRESS OF BIDDER (include Zip Code)

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Exec. Order 11246 as amended?

☐ YES ☒ NO

00 22 14.3

Cert of Bidder Regarding EEO
HUD 860.1 (11-78) ARC

NAME AND TITLE OF SIGNER (Please Type)

ALAN THOMPSON, PRESIDENT



SIGNATURE

6/12/25

DATE

Replaces Form HUD 4238, CD-1 which is obsolete

HUD-860.1(11-78)

STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS
(Appropriate Recipient)

Date

Project No. ARC MS-20609 CCE # 3-09884

Project Name: WIDENING AND OVERLAY AT COLLEGE AVENUE

The Undersigned, having executed a contract with

City of Tupelo
For the construction of the above identified project acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontracts is his responsibility.

He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5(29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276A-2(al)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an eligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

09884

00 43 42-5

Contractor's Certification ARC

2022.10.18

Page 1 of 3

He certifies that:

The legal name and the business address of the undersigned are:

Eubank Construction Company

2011 N. 2nd St. Booneville MS 38829

And our Federal Identification No. is 83-1613489
(Please complete)

The undersigned is

(1) ☐ A SINGLE PROPRIETORSHIP (3) ☒ A CORPORATION ORGANIZED IN
THE STATE OF KS

(2) ☐ A PARTNERSHIP (4) ☐ OTHER ORGANIZATION (describe)

(c) The name, title and addresses of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
Alan Thompson	President	2011 N. 2nd St Booneville MS 38829
Rob Rogers	Vice President	"
Felisha Green	Corporate Secretary	"

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the interest (if none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The name, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Eubank Construction Company
(Contractor)

By Alan JH

Date 6/12/25

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in pare: (Whoever... makes, passes, utters or publishes any statement, knowing to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

FEDERALLY FUNDED GRANT FORMS

PROPOSED SUBCONTRACTORS BREAKDOWN TABLE A

FOR THE PERIOD COVERING _____ 20__ through _____ 20__

(Duration of CDBG-Assisted Project)

COLUMN 2	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT BUSINESS OR PROFESSION	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

The Project Area is coextensive with the ***CITY OF VERONA***'s boundaries

Company

WIDENING & OVERLAY AT COLLEGE AVE.

ARC PROJECT NO. MS-20609

Project Name

Project Number

PROPOSED SUBCONTRACTORS BREAKDOWN TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I. P.A.R.
OFFICERS SUPERVISORS	6	6	0	0
PROFESSIONALS	4	4	0	0
TECHNICIANS				
HOUSING SALES RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
GEN. LABORER OTHERS	15	15	0	0

TRADE

JOURNEYMAN				
HELPERS				
APPRENTICES				

MAXIMUM No. TRAINEES				
OPERATORS OTHERS	7	7	0	0

TRADE

JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM No. TRAINEES				
OTHERS				

*Lower Income Project Area Residents

Individuals residing within the **CITY OF VERONA**

Whose family income does not exceed 90% of the median income in the SMSA.

Company:

Eubank Construction Company

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS CONTRACT D

Termini: CITY OF TUPELO, SRF PROJECT C280885-08

Prime Consultant: Eubank Construction Company

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

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

137281

EEV* Company Identification Number [Required]

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

BY: [Signature]
Authorized Officer or Agent

6/12/25
Date

Alan Thompson
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12 day of June, 2025

Felisha H. Green
NOTARY PUBLIC
My Commission Expires: 10-18-25



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

BID FORM

Proposal of EVBRNK CONSTRUCTION COMPANY (hereinafter called "BIDDER"), organized and existing under the Laws of the State of MS doing business as A CORPORATION * to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY21, TULIPS SEWER IMPROVEMENTS CONTRACT D, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

BIDDER acknowledges receipt of the following ADDENDA

#1

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

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

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

REVISED by Addendum 1

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Bid Form – SRF Sewer

2025.06.03

Page 1 of 6

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

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

ENSCOR

5566 Commander Drive • Arlington, Tennessee 38002
(901) 867-2297 • Fax (901) 867-9410

ATTN: TRACI DILLAND
TO : Tupero City Hall, Tax Office
71 EAST TROY STREET
Tupero, MS 38304

Re: Tupero SEF FY21 Tulips Sewer Improvements
Contract D, SEF Project No: C280 855-08
MS ARC 21890 Bid No: 2025-019WL

BID DATE: THURSDAY, THE 12TH OF JUNE, 2025 AT 10:00 AM

CERTIFICATE OF RESPONSIBILITY No: 12345-MC EXP DATE: 7-10-26

- 1) EXCAVATION, GRADING & DRAINAGE
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) UNDERGROUND UTILITIES

Appendix #1 to June 9, 2025

JUN 12 2025

PMH 8:04

BID FORM

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

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of TUPELO SRF FY21, TULIPS SEWER IMPROVEMENTS CONTRACT D, SRF PROJECT NO. C280 855-08 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

BIDDER acknowledges receipt of the following ADDENDA

#1: JUNE 9, 2025

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

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

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

REVISED by Addendum 1

09394 D

00 41 43

Bid Form – SRF Sewer

2025.06.03

Page 1 of 6

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

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

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CONTRACT D - TULIPS LIFT STATION RETROFITS & PRESSURE SEWER LINES					
1	Mobilization	1	LS	\$ 500,000.00	\$ 500,000.00
2	Temporary Silt Fence	1,500	LinFt	\$ 7.00	\$ 10,500.00
3	Wattles	200	LinFt	\$ 20.00	\$ 4,000.00
4	Seeding and Mulching	9,000	LinFt	\$ 2.50	\$ 22,500.00
5	Crushed Stone Resurfacing	20	CuYd	\$ 110.00	\$ 2,200.00
6	Crushed Stone Foundation Stabilization	100	CuYd	\$ 110.00	\$ 11,000.00
RAYBERN'S LIFT STATION REHAB					
7	Rehabilitate Raybern's Lift Station (Includes New Control Panel, SCADA System Installation, Pressure Transducers & 4-Way Plug Valve Replacement)	1	LS	\$ 138,000.00	\$ 138,000.00
8	10" Insertion Valve	1	Ea	\$ 25,500.00	\$ 25,500.00
9	150kW Generator and 250A Transfer Switch	1	LS	\$ 70,000.00	\$ 70,000.00
10	48" Doghouse Manhole, Vented Lid (0'-6' Depth)	1	Ea	\$ 8,000.00	\$ 8,000.00
11	48" Manhole Extra Depth	7	VertFt	\$ 300.00	\$ 2,100.00
12	14" PC 250 Ductile Iron Gravity Sewer Line (10'-12' Depth)	37	LinFt	\$ 500.00	\$ 18,500.00
13	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 9,500.00	\$ 9,500.00
14	Temporary Bypass Pumping Allowance	1	LS	\$ 10,000.00	\$ 10,000.00

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
OLD LAGOON LIFT STATION REPLACEMENT					
15	Old Lagoon Station Removal and Wetwell Grouting	1	LS	\$15,000.00	\$15,000.00
16	Old Lagoon 750 GPM Sewage Lift Station (Includes Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$550,000.00	\$550,000.00
17	Replacement of Open Channel Flow Monitoring Equipment (Includes Removal of Existing Equipment and Connections to CSI SCADA System)	1	Lot	\$18,000.00	\$18,000.00
18	48" Manhole, Vented Lid	1	Each	\$8000.00	\$8000.00
19	48" Manhole Extra Depth	6	VertFt	\$300.00	\$1800.00
20	18" PC 250 Ductile Iron Gravity Sewer Line (Connecting Existing Wet Well to New Wet Well) (10'-12' Depth)	60	LinFt	\$500.00	\$30,000.00
21	Temporary Bypass Pumping Allowance	1	LS	\$20,000.00	\$20,000.00
PRESSURE SEWER LINE "A"					
22	Pipeline & Valve Identification Markers	6	Ea	\$250.00	\$1500.00
23	Restrained Joint for 6" PVC PSL	34	Ea	\$100.00	\$3400.00
24	Ductile Iron Fittings, MJ Compact (C 153)	250	Lb	\$36.00	\$9000.00
25	Directionally Bored 10" HDPE DR 17 Encasement for 6" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	145	LinFt	\$209.00	\$30305.00
26	Directional Bored 6" HDPE DR 11 Pressure Sewer Line (Includes Bore, Pipe, and Adapters) (Non-Encased)	1,053	LinFt	\$100.00	\$105,300.00
27	6" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for HDPE Encasement) (Includes Adapters)	155	LinFt	\$41.26	\$6395.30
28	6" PVC CL 200 Pressure Sewer Line	1,785	LinFt	\$100.00	\$178,500.00

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
29	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 9500.00	\$ 9500.00
30	6" Wet Tap	1	Ea	\$ 10500.00	\$ 10,500.00
31	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	2	Ea	\$ 10,000.00	\$ 20,000.00
PRESSURE SEWER LINE "B"					
32	Pipeline & Valve Identification Markers	20	Ea	\$ 250.00	\$ 5000.00
33	200 Lb. Riprap (Includes Geotextile Fabric)	80	Tons	\$ 70.00	\$ 5600.00
34	Restrained Joint for 12" PVC PSL	31	Ea	\$ 350.00	\$ 10,850.00
35	Restrained Joint for 10" PVC PSL	4	Ea	\$ 325.00	\$ 1300.00
36	Ductile Iron Fittings, MJ Compact (C 153)	2,800	Lb	\$ 36.00	\$ 100,800.00
37	Directionally Bored 20" HDPE DR17 Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	393	LinFt	\$ 460.00	\$ 180,780.00
38	20" x 0.344" Bored Steel Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Railroad Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	200	LinFt	\$ 2636.00	\$ 527,200.00
39	14" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for Encasement) (Includes Adapters)	710	LinFt	\$ 66.00	\$ 46,860.00
40	12" PVC CL 200 Pressure Sewer Line	5,900	LinFt	\$ 60.00	\$ 354,000.00
41	10" PVC CL 200 Pressure Sewer Line	100	LinFt	\$ 60.00	\$ 6000.00
42	10" Gate Valve & Box	2	Ea	\$ 5000.00	\$ 10,000.00
43	12" Gate Valve & Box	1	Ea	\$ 6000.00	\$ 6000.00
44	10" Wet Tap	4	Ea	\$ 12500.00	\$ 50,000.00
45	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	9	Ea	\$ 10,000.00	\$ 90,000.00
46	Railroad Representatives Allowance (CPKC Inspector & RWIC)	1	LS	\$ 75,000.00	\$ 75,000.00
BASE BID TOTAL					\$ 3,318,390.30

PROPOSED SUBCONTRACTORS

<u>Subcontractor</u>	<u>Address</u>	<u>Work to be Subcontracted Amount</u>
<u>Memphis Bowling</u>	<u>Ellendale, TN</u>	<u>\$540,000.00</u>
_____	_____	_____
_____	_____	_____

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ 5% OF BID AMOUNT) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

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

Respectfully submitted this the 12 day of JUNE, 2025

By [Signature]
Title

Company ENSCOR, LLC

Address 5566 COMMUNION DR., ARLINGTON, TN 38002

Phone 901-277-6623

Employer Identification No. 58-249

Email Address JEFF@ENSCOR.NET

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

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Bid Form – SRF Sewer

2025.06.03

Page 6 of 6

BID BOND

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

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

Signed, this 12th day of June, 2025

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS
CONTRACT D, SRF PROJECT NO. C280.855-08.-

NOW, THEREFORE,

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

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

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

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

By: ENSCOR, LLC (L.S.)
Principal

Travelers Casualty and Surety Company of America

Surety

SEAL

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

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



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

POWER OF ATTORNEY

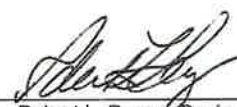
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

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

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

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

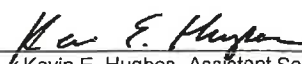
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **12th** day of **June**, 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.

ENSCOR, LLC

"Sitework Solutions"

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

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

[Acts 1990, ch. 1062, § 3.]

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS CONTRACT D

Termini: CITY OF TUPELO, SRF PROJECT C280885-08

Prime Consultant: _____

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

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

58-2498523

EEV* Company Identification Number [Required]

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

BY: [Signature] 6-12-25
Authorized Officer or Agent Date

Jeff Smith owner
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12 day of June 2025

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



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



State of Mississippi

TATE REEVES

Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

William V. Cork

Executive Director

April 11, 2025

Todd Jordan, Mayor
City of Tupelo
P.O. Box 1485
Tupelo, MS 38804

RE: Wage Determination – City of Tupelo
Grant #: MS - 21890

Dear Mayor Jordan:

Enclosed are copies of the effective wage decision for use in construction of the above-mentioned project. You should examine the wage decision carefully to see that the applicable wage decision is used for the type of work performed on the requested "Description of Work."

Wage decisions are effective from the date of notice of publication in the Federal Register without limitation as to time. However, a wage decision should not be used without contacting this office and requesting any current modifications or superseding wage decisions 10 days before the bid opening.

Additionally, this cover sheet, as attached to the wage decision, is not to be removed and shall be included along with the wage decision as it is bound into your specifications.

Should you need further clarification or additional information, you may reach me at 601.359.9324.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Frednia Perkins', written in a cursive style.

Frednia Perkins
Compliance Manager
Community Incentives Division

Enclosures

cc: Shelley Adams, Project Manager
Three Rivers Planning and Development District

Abby Christian
City of Tupelo

MISSISSIPPI DEVELOPMENT AUTHORITY Community Incentives Division - Compliance Bureau P.O. Box 849 - Jackson, Mississippi - 39205 Phone: 801.359.3449 ~ Fax: 801.359.3108		REQUEST FOR WAGE DETERMINATION AND RESPONSE TO REQUEST	
COMPLIANCE BUREAU ONLY Response to Request TYPE OF WORK: ☐ Building ☐ Residential ☒ Heavy ☐ Highway		1. REQUESTING ADMINISTRATOR: Name: Shelley Adams Title: Project Administrator Address: PO Box 690, Pontotoc, MS 38863 Email: sadams@trpdd.com Signature: <i>Shelley Adams</i> 3. SUBGRANTEE: City of Tupelo	
2. PROJECT INFORMATION: Project Grant Number #: MS ARC 21890 Legal Signatory Authority: (Mayor/Board President/Legal Applicant) todd.jordan@tupeloms.gov Email Address:		15. NOTE: DAVIS-BACON ACT The Housing and Community Development Act of 1974, as amended, Section 110, states any construction work financed in whole or in part with CDBG funds, where the contract for construction is greater than \$2,000, and for residential properties containing more than 8 units, the provisions of the Davis-Bacon Act, shall apply. Public improvements not initially assisted with CDBG funds may be subject to prevailing wage requirements retroactive to the inception of the project when CDBG funds are applied.	
4. CONTACT PHONE NUMBER: 662-489-2415 7. ESTIMATE BID OPENING DATE: 6/2025 10. HOUSING UNITS IN THIS PROJECT: ☐ SF ☐ MF Units Stories		5. DATE OF REQUEST: 4/9/2025 6. ESTIMATE BID ADVERTISEMENT DATE: 5/2025 9. SUBJECT TO COMPETITIVE BIDDING: ☒ YES ☐ NO	
8. ESTIMATE VALUE OF BID CONTRACT: (Not Grant Amount from CIP) \$ 2,054,608 11. LOCATION OF PROJECT: (Street address or neighborhood and city/town) Tupelo Lee South Industrial Park		12. COUNTY: Lee	
13. MAIL WAGE DETERMINATION TO: (Please print or type) Name: Abby Christian-City of Tupelo Address: 71 E Troy Street City: Tupelo, MS 38804 State: Zip:		13. MAIL WAGE DETERMINATION TO: (Please print or type) Name: Shelley Adams Address: PO Box 690 City: Pontotoc, MS 38863 State: Zip:	
14. DESCRIPTION OF PROJECT: (Include ALL contemplated actions that logically are either geographically or functionally a composite part of the project, regardless of the source of funding. If the project includes other funding sources, do NOT describe ONLY the portion funded by CDBG.) This project is to upgrade the wastewater capacity for all 2.5 existing and future industries in the Tupelo Lee South Industrial Park into the City of Tupelo's wastewater treatment facility instead of the Varma Lagoon.		FOR CLARIFICATION PURPOSES: This form is also applicable for ARC Grants.	

"General Decision Number: MS20250072 01/03/2025

Superseded General Decision Number: MS20240072

State: Mississippi

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Alcorn, Calhoun, Chickasaw, Choctaw, Itawamba, Lee, Lowndes, Monroe, Noxubee, Oktibbeha, Pontotoc, Prentiss, Tippah, Tishomingo, Union, Webster and Winston Counties in Mississippi.

HEAVY CONSTRUCTION PROJECTS EXCLUDING FLOOD CONTROL

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include Zip Code)

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Exec. Order 11246 as amended?

☐ YES ☒ NO

00 22 14.3

Cert of Bidder Regarding EEO
HUD 860.1 (11-78) ARC

NAME AND TITLE OF SIGNER (Please Type)


SIGNATURE

6-12-2025
DATE

Replaces Form HUD 4238, CD-1 which is obsolete

HUD-860.1(11-78)

#12671

3-09394 Tupelo SRF FY21 Tulips Sewer Imp. Contract D

Received June 12, 2025 9:21am CDT

L&M Contractors LLC

Certificate of Resp # COR 25950-MC

Contact	Corey Stevens
Address	1548 Dyess Bridge Rd Waynesboro, MS 39367
Phone	2056502430
Email	Corey@lmcontractorsllc.com

Attachments

 Bid Document.pdf (1.9 MB)

BID FORM

Proposal of L&M Contractors LLC (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Mississippi doing business as L&M Contractors LLC * to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY21, TULIPS SEWER IMPROVEMENTS CONTRACT D, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

BIDDER acknowledges receipt of the following ADDENDA

Addendum #1 06/09/2025

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

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

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

09394 D 00 41 43 REVISED by Addendum 1
Bid Form – SRF Sewer

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

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

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CONTRACT D - TULIPS LIFT STATION RETROFITS & PRESSURE SEWER LINES					
1	Mobilization	1	LS	\$ 52,051.31	\$ 52,051.31
2	Temporary Silt Fence	1,500	LinFt	\$ 6.00	\$ 6,000.00 9,000.00
3	Wattles	200	LinFt	\$ 3.10	\$ 620.00
4	Seeding and Mulching	9,000	LinFt	\$ 6.01	\$ 54,090.00
5	Crushed Stone Resurfacing	20	CuYd	\$ 90.00	\$ 1,800.00
6	Crushed Stone Foundation Stabilization	100	CuYd	\$ 90.00	\$ 9,000.00
RAYBERN'S LIFT STATION REHAB					
7	Rehabilitate Raybern's Lift Station (Includes New Control Panel, SCADA System Installation, Pressure Transducers & 4-Way Plug Valve Replacement)	1	LS	\$ 320,155.25	\$ 320,155.25
8	10" Insertion Valve	1	Ea	\$ 60,566.15	\$ 60,566.15
9	150kW Generator and 250A Transfer Switch	1	LS	\$ 191,703.65	\$ 191,703.65
10	48" Doghouse Manhole, Vented Lid (0'-6' Depth)	1	Ea	\$ 5,500.00	\$ 5,500.00
11	48" Manhole Extra Depth	7	VertFt	\$ 7,000.00	\$ 7,000.00 49,000.00
12	14" PC 250 Ductile Iron Gravity Sewer Line (10'-12' Depth)	37	LinFt	\$ 2,609.60	\$ 96,555.20
13	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 7,500.00	\$ 7,500.00
14	Temporary Bypass Pumping Allowance	1	LS	\$ 10,000.00	\$ 10,000.00

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BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
OLD LAGOON LIFT STATION REPLACEMENT					
15	Old Lagoon Station Removal and Wetwell Grouting	1	LS	\$ 1,500.00	\$ 1,500.00
16	Old Lagoon 750 GPM Sewage Lift Station (Includes Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 186,580.34	\$ 186,580.34
17	Replacement of Open Channel Flow Monitoring Equipment (Includes Removal of Existing Equipment and Connections to CSI SCADA System)	1	Lot	\$ 12,500.00	\$ 12,500.00
18	48" Manhole, Vented Lid	1	Each	\$ 4,500.00	\$ 4,500.00
19	48" Manhole Extra Depth	6	VertFt	\$ 6,800.00	\$ 6,800.00
20	18" PC 250 Ductile Iron Gravity Sewer Line (Connecting Existing Wet Well to New Wet Well) (10'-12' Depth)	60	LinFt	\$ 1,661.88	\$ 99,712.80
21	Temporary Bypass Pumping Allowance	1	LS	\$ 20,000.00	\$ 20,000.00
PRESSURE SEWER LINE "A"					
22	Pipeline & Valve Identification Markers	6	Ea	\$ 36.00	\$ 216.00
23	Restrained Joint for 6" PVC PSL	34	Ea	\$ 93.25	\$ 3,170.50
24	Ductile Iron Fittings, MJ Compact (C 153)	250	Lb	\$ 12.65	\$ 3,162.50
25	Directionally Bored 10" HDPE DR 17 Encasement for 6" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	145	LinFt	\$ 1,603.30	\$ 232,478.50
26	Directional Bored 6" HDPE DR 11 Pressure Sewer Line (Includes Bore, Pipe, and Adapters) (Non-Encased)	1,053	LinFt	\$ 274.60	\$ 289,153.80
27	6" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for HDPE Encasement) (Includes Adapters)	155	LinFt	\$ 10.00	\$ 1,550.00
28	6" PVC CL 200 Pressure Sewer Line	1,785	LinFt	\$ 49.00	\$ 87,435.00

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40,800.00

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87,435.00

REVISED by Addendum 1
Bid Schedule
Page 4 of 6

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
29	Pressure Sewer Line Drop Connection to Manhole	1	Ea	\$ 5,068.00	\$ 5,068.00
30	6" Wet Tap	1	Ea	\$ 1,000.00	\$ 1,000.00
31	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	2	Ea	\$ 29,398.95	\$ 58,797.90
PRESSURE SEWER LINE "B"					
32	Pipeline & Valve Identification Markers	20	Ea	\$ 36.00	\$ 720.00
33	200 Lb. Riprap (Includes Geotextile Fabric)	80	Tons	\$ 150.00	\$ 12,000.00
34	Restrained Joint for 12" PVC PSL	31	Ea	\$ 288.75	\$ 8,951.25
35	Restrained Joint for 10" PVC PSL	4	Ea	\$ 263.65	\$ 1,054.60
36	Ductile Iron Fittings, MJ Compact (C 153)	2,800	Lb	\$ 12.65	\$ 35,420.00
37	Directionally Bored 20" HDPE DR17 Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Roadway Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	393	LinFt	\$ 1,125.70	\$ 442,400.10
38	20" x 0.344" Bored Steel Encasement for 14" HDPE DR 11 IPS Pressure Sewer Line at Railroad Crossing (Includes Bore and Encasement) (HDPE Carrier Pipe Separate Item)	200	LinFt	\$ 2,830.36	\$ 566,072.00
39	14" HDPE DR 11 Pressure Sewer Line (Carrier Pipe for Encasement) (Includes Adapters)	710	LinFt	\$ 35.50	\$ 25,205.50
40	12" PVC CL 200 Pressure Sewer Line	5,900	LinFt	\$ 55.43	\$ 327,037.00
41	10" PVC CL 200 Pressure Sewer Line	100	LinFt	\$ 1,354.31	\$ 135,431.00
42	10" Gate Valve & Box	2	Ea	\$ 1,660.00	\$ 3,320.00
43	12" Gate Valve & Box	1	Ea	\$ 4,039.00	\$ 4,039.00
44	10" Wet Tap	4	Ea	\$ 1,725.00	\$ 6,900.00
45	Combination Sewage Air Valve Assembly on PSL (Includes Manhole Basin)	9	Ea	\$ 6,903.00	\$ 62,127.00
46	Railroad Representatives Allowance (CPKC Inspector & RWIC)	1	LS	\$ 75,000.00	\$ 75,000.00
BASE BID TOTAL					\$ 3,541,844.35

REVISED by Addendum 1

Bid Schedule

Page 5 of 6

\$3,620,873.85

PROPOSED SUBCONTRACTORS

<u>Subcontractor</u>	<u>Address</u>	<u>Work to be Subcontracted Amount</u>
<u>NA</u>	<u>NA</u>	<u>NA</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ 177,092.22) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

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

Respectfully submitted this the 12 day of June, 2025.

By
Brett Lansdell President
Title

Company L&M Contractors LLC

Address 1548 Dyess Bridge Rd. Waynesboro, MS 39367

Phone 205-650-2430

Employer Identification No. 93-1971451

Email Address brett@lmcontractorsllc.com

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

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00 41 43

Bid Form – SRF Sewer

2025.06.03

Page 6 of 6

**Additional Supplementary Information for Bidders
(to be included on all projects bid on October 1, 2022 and after)**

B. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, the Contractor shall NOT procure or obtain; extend or renew a contract/subcontract to procure or obtain; or enter into a contract/subcontract (or extend or renew a contract/subcontract) to procure or obtain equipment, services, or systems associated with this contract that use telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Also, the Contractor shall NOT purchase in association with this contract:

- (a) Video surveillance and telecommunications equipment produced by Hytera Communication, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

— — — — —

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, L&M Contractors, LLC
as Principal, and Developers Surety and Indemnity Company
as Surety, are hereby held and firmly bound unto CITY OF TUPELO as owner in the penal
sum of five percent of the total amount of the Bid (5%)
_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 12th day of June, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the TUPELO SRF FY21 TULIPS SEWER IMPROVEMENTS
CONTRACT D, SRF PROJECT NO. C280 855-08.-

NOW, THEREFORE,

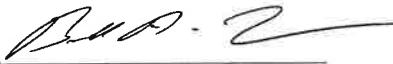
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said Bid) and shall furnish a bond for his faithful performance of said contract,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

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

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

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

L&M Contractors, LLC

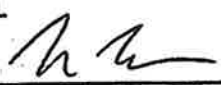
 (L.S.)

Principal

Developers Surety and Indemnity Company

Surety

SEAL

By: 

Luke A. Lawrence, Attorney-in-Fact
MS License #10624292

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

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

R. Forrest Fitts, J. David Fitts, Charles F. Horton, Jr., Timothy L. Donahue, Thomas A. Humber, Luke A. Lawrence, Jeffrey Hogg, Raven Davis, Julie Tubbs and Chris Beeker

, of Tuscaloosa, AL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 18, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang-Quyen Phu Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

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DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 12th day of June, 2025.