

**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-041PW) (07-16-2024)

Proposal of Xcavators, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Xcavators, Inc..*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 ; Addendum 2

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

**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-041PW) (07-16-2024)

The BIDDER agrees to perform all WORK for the construction of **HAVEN ACRES DITCH IMPROVEMENTS** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – HAVEN ACRES DITCH IMPROVEMENTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	One hundred ten thousand & no cents \$ 110,000.00	\$ 110,000.00
2.	Clearing and Grubbing	1 L.S.	One hundred thirty five thousand & no cents \$ 135,000.00	\$ 135,000.00
3.	Removal of Fence (All Types)	506 L.F.	Fifty dollars two cents \$ 50.00	\$ 25,300.00
4.	Erosion Control Measures	1 L.S.	Forty five thousand & no cents \$ 45,000.00	\$ 45,000.00
5.	Earthwork	1 L.S.	Seventy five thousand & no cents \$ 75,000.00	\$ 75,000.00
6.	Chain Link Fence	483 L.F.	Twenty six dollars & no cents \$ 26.00	\$ 12,558.00
7.	200# Rock Rip	7,750 Ton	Seventy dollars & no cents \$ 70.00	\$ 542,500.00
8.	Geotextile Fabric	5,000 S.Y.	Four dollars & fifty cents \$ 4.50	\$ 22,500.00
9.	Grout for Riprap	100 C.Y.	Four hundred & no cents \$ 400.00	\$ 40,000.00

10.	Maintenance of Traffic	1 L.S.	Six thousand dollars & no cents \$6,000.00	\$ 6,000.00
11.	Solid Sodding	9,430 S.Y.	Five dollars two cents \$5.00	\$ 47,150.00
12.	Construction Fencing (Security Containment)	5,810 L.F.	Twenty seven dollars & no cents \$27.00	\$ 156,870.00

TOTAL OF BID ITEMS (1-12)

\$ 1,217,878.00 & no

\$ One million two hundred seventeen thousand eight hundred seventy eight cents
(TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company Xcavators, Inc.
 Signature [Handwritten Signature]
 Title President
 Address 20831A Hwy 15 N
Falkner MS 38629

Attest: [Handwritten Signature]
 SEAL (if Bid is by a Corporation)





1524 N. VETERANS BLVD.
TUPELO MS 38804
PHONE 662-840-0965
FAX 662-840-9061

180 ALAGRE DRIVE
PO BOX 81
TUPELO MS 38804
PHONE 662-481-1585
FAX 662-481-1725

HAVEN ACRES DITCH
IMPROVEMENTS

OWNER
CITY OF TUPELO

LOCATION
TUPELO, MISSISSIPPI

NO.	DATE
1	07-16-2004
2	
3	
4	

DESIGNED BY
CHECKED BY
DATE
SCALE

1723-425
Q-1
QUANTITY AND
DETAIL INDEX

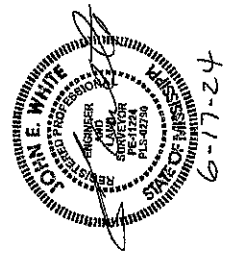
PLAN ASSEMBLY	
SHEET NO.	WORKING NO.
1	TITLE SHEET
2	Q-1 QUANTITY SHEET AND DETAILED INDEX
3	GN-1 GENERAL NOTES SHEET
4	MD-1 MISCELLANEOUS DETAILS
5	MD-2 MISCELLANEOUS DETAILS
6	ED-1 EROSION CONTROL DETAILS
7	P-1 PLAN SHEET
8	P-2 PLAN SHEET
9	P-3 PLAN SHEET
10	CL-1 CONSTRUCTION LIMITS
11	CL-2 CONSTRUCTION LIMITS
12	CL-3 CONSTRUCTION LIMITS

LEGEND

○-PP	POWER POLE
⊙-LP	LIGHT POLE
⊞	ELECTRIC BOX
⊞	TELEPHONE PEDESTAL
⊞	FIRE HYDRANT
⊞	WATER VALVE
⊞	WATER METER
⊞	GAS REGULATOR
⊞	SIGN
⊞	MANHOLE
⊞	CLEANOUT
⊞	TREE
⊞	GAS LINE
⊞	WATER LINE
⊞	UNDERGROUND TELEPHONE LINE
⊞	OVERHEAD TELEPHONE LINE
⊞	UNDERGROUND ELECTRIC LINE
⊞	OVERHEAD ELECTRIC LINE
⊞	SANITARY SEWER LINE
⊞	CHAIN LINK FENCE
⊞	BARBED WIRE FENCE
⊞	TEMPORARY CONSTRUCTION EASEMENT

RECAPITULATION OF QUANTITIES			
ITEM NO.	PAY ITEM	UNIT	FINAL
1	MOBILIZATION	LUMP SUM	1
2	CLEARING AND GRUBBING	LUMP SUM	1
3	REMOVAL OF FENCE (ALL TYPES)	LN. FT.	506
4	EROSION CONTROL MEASURES	LUMP SUM	1
5	EARTHWORK	LUMP SUM	1
6	CHAINLINK FENCE	LN. FT.	485
7	200# ROCK RIP-RAP	TON	7750
8	GEOTEXTILE FABRIC	SQ. YD.	5000
9	GROUT FOR RIP-RAP	CU. YD.	100
10	MAINTENANCE OF TRAFFIC	LUMP SUM	1
11	SOLID SODDING	SQ. YD.	9430
12	CONSTRUCTION FENCING (SECURITY CONTAINMENT)	LN. FT.	5810

- ① EARTHWORK PAY ITEM INCLUDES ALL EXCAVATION, BACKFILL, EMBANKMENT, TOP DRESSING, AND FINAL GRADING REQUIRED TO PERFORM THE WORK AND PREPARE THE SITE FOR PERMANENT EROSION CONTROL.
- ② ALL FENCING REQUIRED SHALL MATCH EXISTING TYPE, MATERIALS, FINISH, COLOR, DIMENSIONS, ECT. AS CLOSELY AS POSSIBLE.
- ③ GROUT FOR RIP-RAP TO BE USED AS DIRECTED.
- ④ GATES OR OTHER EXTRA ITEMS THE CONTRACTOR DEEMS ADVANTAGEOUS TO CONSTRUCTION ACTIVITIES ARE TO BE ASSURED IN THE ORIGINAL LAYOUT AND ANY CHANGES OR MODIFICATIONS OR CHANGES TO FENCE LAYOUT MUST BE APPROVED BY THE OWNER.



**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Xcavators, Inc.,
as Principal, and Berkley Insurance Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five percent of amount bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 19th day of July, 2024.

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

HAVEN ACRES DITCH IMPROVEMENTS

Now, therefore,

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

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

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

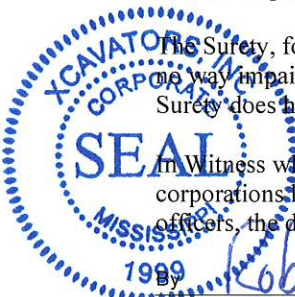
In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By Robert E. Hill (L.S.)
(Principal)

Berkley Insurance Company
(Surety)

By: Cooper W. Permenter
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.



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Cooper W. Permenter of HUB International Midwest Limited dba HUB International Mid-South of Oxford, MS* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

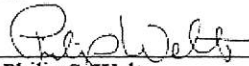
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

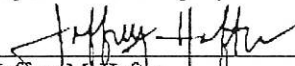
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

By 
Philip S. Welt
Executive Vice President & Secretary

By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT


Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19th day of July, 2024.

(Seal)


Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: July 11, 2024

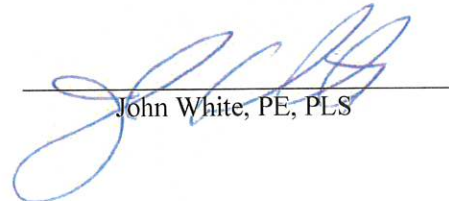
NAME OF PROJECT: **HAVEN ACRES DITCH IMPROVEMENTS**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. CONSTRUCTION PLANS

- Replace Plan Sheet 5 (MD2 – MISCELLANEOUS DETAILS) with the attached Plan Sheet 5 (MD2 – MISCELLANEOUS DETAILS) dated 07/11/2024. This sheet has been amended to reflect changes to the construction fence detail requirements.



John White, PE, PLS

CONTRACT ADDENDUM

Contract Addendum No.: Two

Addendum Date: July 16, 2024

NAME OF PROJECT: **HAVEN ACRES DITCH IMPROVEMENTS**

OWNER: City of Tupelo

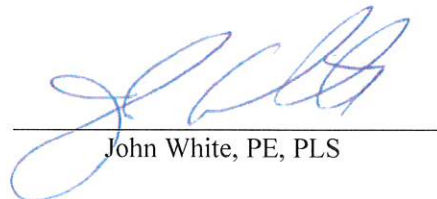
The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. **BID PROPOSAL**

- The attached Bid Proposal, dated 07/16/2024, shall replace and supersede the previous Bid Proposal, which was included in the Contract Documents. The proposal has been amended to reflect changes to the construction fencing (security containment) quantity.

2. **CONSTRUCTION PLANS**

- Replace Plan Sheet 2 (Q1 – QUANTITY AND DETAIL INDEX) with the attached Plan Sheet 2 (Q1 – QUANTITY AND DETAIL INDEX) dated 07/16/2024. This sheet has been amended to reflect changes to the construction fencing (security containment) quantity and notes.
- Replace Plan Sheet 10 (CL1 – CONSTRUCTION LIMITS) with the attached Plan Sheet 10 (CL1 – CONSTRUCTION LIMITS) dated 07/16/2024. This sheet has been amended to reflect changes to the construction fencing layout.
- Replace Plan Sheet 11 (CL1 – CONSTRUCTION LIMITS) with the attached Plan Sheet 11 (CL1 – CONSTRUCTION LIMITS) dated 07/16/2024. This sheet has been amended to reflect changes to the construction fencing layout.
- Replace Plan Sheet 12 (CL1 – CONSTRUCTION LIMITS) with the attached Plan Sheet 12 (CL1 – CONSTRUCTION LIMITS) dated 07/16/2024. This sheet has been amended to reflect changes to the construction fencing layout.



John White, PE, PLS