

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

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

Proposal of Pace Excavating LLC (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, doing business as individual/llc.\*

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:

<u>ADDENDUM</u>	<u>1</u>	<u>7/11/24</u>
<u>ADDENDUM</u>	<u>2</u>	<u>7/14/24</u>

\*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

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>twelve thousand one hundred</u> <u>sixty one dollars and</u> <u>sixty eight cents</u>	\$ <u>12,161.68</u>
2.	Clearing and Grubbing	1 L.S.	<u>one hundred eighteen</u> <u>thousand six hundred</u> <u>fifty seven dollars and fifty</u> <u>three cents</u>	\$ <u>118,657.53</u>
3.	Removal of Fence (All Types)	506 L.F.	<u>five dollars thirty</u> <u>cents</u> <u>(5.30)</u>	\$ <u>2681.80</u>
4.	Erosion Control Measures	1 L.S.	<u>seven thousand four hundred</u> <u>thirty nine dollars and</u> <u>fifteen cents</u>	\$ <u>7439.15</u>
5.	Earthwork	1 L.S.	<u>two hundred thirty seven</u> <u>thousand one hundred forty</u> <u>three dollars and thirty three</u> <u>cents</u>	\$ <u>237,143.33</u>
6.	Chain Link Fence	483 L.F.	<u>Seventy two dollars</u> <u>sixty cents</u> <u>(72.60)</u>	\$ <u>35,065.80</u>
7.	200# Rock Rip	7,750 Ton	<u>Sixty dollars forty three</u> <u>cents</u> <u>(60.43)</u>	\$ <u>468,332.50</u>
8.	Geotextile Fabric	5,000 S.Y.	<u>Six dollars eighty one</u> <u>cents</u> <u>(6.81)</u>	\$ <u>34,050.00</u>
9.	Grout for Riprap	100 C.Y.	<u>two hundred eighty</u> <u>three dollars and</u> <u>forty cents (283.40)</u>	\$ <u>28,340.00</u>

- |     |   |            |   |                      |
|-----|---|------------|---|----------------------|
| 10. | Maintenance of Traffic                      | 1 L.S.     | <u>three thousand three hundred fifty seven dollars</u> | \$ <u>3,357.00</u>   |
| 11. | Solid Sodding                               | 9,430 S.Y. | <u>twenty six dollars sixty two cents (26.62)</u>       | \$ <u>251,026.60</u> |
| 12. | Construction Fencing (Security Containment) | 5,810 L.F. | <u>twenty two dollars nine cents (22.09)</u>            | \$ <u>128,342.90</u> |

**TOTAL OF BID ITEMS (1-12)**

\$ 1,326,598.29

\$ One million three hundred twenty six thousand five hundred ninety eight and twenty  
nine  
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 Pace Excavating LLC  
 Signature *McKinney Walley*  
 Title office manager  
 Address 80 Payne Field RD  
West Point MS 39773

Attest: \_\_\_\_\_  
 SEAL (if Bid is by a Corporation)

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

**BID BOND**

Know all men by these presents, that we, the undersigned, Pace Excavating, LLC,  
as Principal, and FCCI 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 bid 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.

Pace Excavating LLC (L.S.) [Signature]  
(Principal) Pace Excavating, LLC

[Signature]  
(Surety) FCCI Insurance Company

By: Kyle Chandler IV, Attorney in Fact

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



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Danielle H Marshall; Kyle Chandler IV; Natalie Wheeler; James T Briggs II

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President  
FCCI Insurance Company





Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

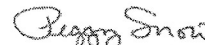
State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027



Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027



Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19th day of July, 2024



Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company