

PROPOSAL

Proposal of M+N Excavators, INC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Kansas doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"ROBINS FIELD DRAINAGE IMPROVEMENTS"

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the 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 developed 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 a written "NOTICE TO PROCEED" and to fully complete the Project within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>May 20, 2024</u>
NUMBER: <u>RFI 1</u>	DATE: <u>May 28, 2024</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS

^{5%} OF (\$ 1,047,685.38) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM - BID NO. 2024-020PW
CITY OF TUPELO, MISSISSIPPI
ROBINS FIELD DRAINAGE IMPROVEMENTS
APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	50,640.00	50,640.00
2	CLEARING & GRUBBING	LS	1	7596.00	7596.00
3	REMOVAL OF EXISTING SODDING	SY	10350	3.17	32,809.50
4	REMOVAL OF CONCRETE CURB & GUTTER	LF	270	9.50	2,565.00
5	REMOVAL OF ASPHALT PAVEMENT (WALKING TRACK)	SY	330	8.86	2,923.80
6	REMOVAL OF ASPHALT PAVEMENT (ROADWAY / PARKING LOT)	SY	605	8.86	5,360.30
7	REMOVAL OF CONCRETE SIDEWALK	SY	40	32.66	1,306.40
8	REMOVAL OF GRATE INLETS	EA	7	579.10	4,053.70
9	REMOVAL OF CONCRETE DRAINAGE STRUCTURE, PER PLANS	EA	1	2,025.60	2,025.60
10	REMOVAL OF CURB INLETS	EA	4	767.83	3,071.32
11	REMOVAL OF CONCRETE JUNCTION BOX	EA	2	1,535.66	3,071.32
12	REMOVAL OF SEWER MANHOLE	EA	2	1,781.26	3,562.52
13	REMOVAL OF EXIST. 12" DRAIN PIPE	LF	618	19.56	12,088.08
14	REMOVAL OF EXIST. 15" DRAIN PIPE	LF	222	19.74	4,382.28
15	REMOVAL OF BRICK ARCH CULVERT	LF	725	20.26	14,688.50
16	REMOVAL OF EXIST. 12" SANITARY SEWER PIPE	LF	24	17.72	425.28
17	BORROW EXCAVATION	CY	700	20.76	14,182.00
18	EXCESS EXCAVATION	CY	650	11.70	7,605.00
19	CRUSHED STONE BASE MATERIAL FOR PAVING ITEMS	TON	350	81.98	28,693.00
20	GRANULAR RCP PIPE TRENCH STABILIZATION	CY	120	85.01	10,201.20
21	ASPHALT SURFACE COURSE, 9.5 MM MIX	TON	80	282.21	22,576.80
22	ASPHALT BASE COURSE, 19 MM MIX	TON	265	249.48	66,112.20
23	FLOWABLE FILL, NON-EXCAVATABLE	CY	5	384.86	1,924.30
24	CONCRETE CURB, MATCH EXISTING	LF	180	47.66	8,578.80
25	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	177.94	3,558.80
26	REINFORCED CONCRETE JUNCTION BOX, PER PLANS	EA	4	6,076.80	24,307.20
27	3'x3' REINFORCED CONCRETE JUNCTION BOX	EA	2	4,380.36	8,760.72

**BID FORM - BID NO. 2024-020PW
CITY OF TUPELO, MISSISSIPPI
ROBINS FIELD DRAINAGE IMPROVEMENTS
APRIL 2024**

28	3'x3' REINFORCED CONCRETE INLET, WITH GRATE	EA	6	4,266.42	25,598.52
29	8'x6' REINFORCED CONCRETE INLET, WITH GRATE	EA	1	7,342.80	7,342.80
30	REINFORCED CONCRETE CURB INLET TYPE SS-2	EA	1	4,519.62	4,519.62
31	PVC DOUBLE 2' X 3' CURB INLET DRAIN BASIN	EA	2	4,519.62	9,039.24
32	REINFORCED CONCRETE JUNCTION BOX W/ MANHOLE ACCESS LID	EA	1	5,393.16	5,393.16
33	48" REINFORCED CONCRETE SANITARY SEWER MANHOLE	EA	1	4,304.40	4,304.40
34	18" STEEL CASING FOR SANITARY SEWER	LF	10	125.07	1,250.70
35	12" PVC SANITARY SEWER PIPE	LF	34	62.11	2,111.74
36	8" PVC SANITARY SEWER PIPE	LF	102	34.40	3,508.80
37	14" STEEL CASING FOR 8" WATERLINE	LF	10	105.45	1,054.50
38	10" STEEL CASING FOR 4" WATERLINE	LF	10	89.49	894.90
39	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	2	569.70	1,139.40
40	CONNECT TO EXISTING PIPES	EA	6	759.60	4,557.60
41	CONCRETE, CLASS B	CY	15	633.00	9,495.00
42	15" HDPE DRAINAGE PIPE	LF	840	27.50	23,100.00
43	18" HDPE DRAINAGE PIPE	LF	12	35.47	425.64
44	72" REINFORCED CONCRETE PIPE (RCP)	LF	642	476.02	305,604.84
45	6' X 6' REINFORCED CONCRETE BOX CUVLERT	LF	65	1,152.06	74,883.90
46	SOLID SODDING	SY	11450	5.06	57,937.00
47	6" TOPSOIL	CY	250	20.26	5,065.00
48	LANDSCAPING	LS	1	12,660.00	12,660.00
49	TEMPORARY FENCING / BARRIER	LF	1200	2.03	2,436.00
50	TEMPORARY TRAFFIC CONTROL / BARRIERS	LS	1	3,165.00	3,165.00
51	EROSION CONTROL	LS	1	10,128.00	10,128.00
52	GAS LINE RELOCATION (AS REQ'D)	LS	1	\$10,000.00	\$10,000.00
53	ELECTRICAL REPAIRS / RELOCATION (AS REQ'D)	LS	1	\$15,000.00	\$15,000.00
54	CONTINGENCY (10%)	LS	1	\$100,000.00	\$100,000.00
TOTAL					1,047,685.38

BID FORM - BID NO. 2024-020PW
CITY OF TUPELO, MISSISSIPPI
ROBINS FIELD DRAINAGE IMPROVEMENTS
APRIL 2024

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERNCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES & SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES INCLUDED ON THE BID FORM TO BE PROVIDED UNTIL PROJECT CLOSEOUT.

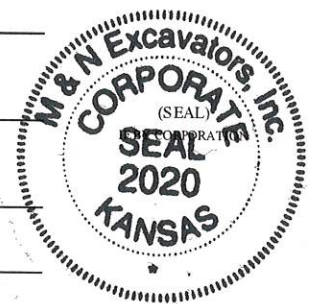
RESPECTFULLY SUBMITTED BY: M+N Excavators, INC
(PLEASE PRINT)

SIGNATURE: Lee Mg

NAME AND TITLE: Lee Marquis, President
(PLEASE PRINT)

ADDRESS: Po Box 2489
Oxford, MS 38655

PHONE NUMBER: 662-538-4764



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Lee Marquis certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Lee Marquis who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Lee Marquis

Title: President

Signature: Lee Mg



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

M & N Excavators, Inc.
19 County Road 418
Oxford, MS 38655

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Tupelo Mississippi
71 East Troy Street
Tupelo, MS 38824

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Robins Field Drainage Improvements; Bid No. 2024-020PW

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

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

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

Signed and sealed this 30th day of May, 2024



(Witness)

M & N Excavators, Inc.


(Principal) (Seal)

By: 

(Title)

Endurance Assurance Corporation

(Surety) (Seal)

By: 

(Title) Veronica Lawver Attorney-in-Fact

Surety Phone No. 914-468-8000, MS License No. 10778118





POWER OF ATTORNEY

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: **Veronica Lawver**

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)**.

Bond No.: Bid Bond
Principal: M & N Excavators, Inc.
Obligee: City of Tupelo Mississippi

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 or 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 30th day of May, 2024

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



PRE-BID MEETING - SIGN IN RECORD
 ROBINS FIELD DRAINAGE IMPROVEMENTS
 CITY OF TUPELO, MISSISSIPPI
Robins Field - 1:00 PM
 Thursday, May 16, 2024

NO.	NAME	COMPANY	PHONE NO.	EMAIL
1	Dustin Dabbs	Dabbs Corporation	601-927-4012	dustin@dabbscorp.com
2	Tyler Crapps	Dabbs Corporation	601-953-1873	tyler@dabbscorp.com
3	Alex Farned	Tupelo Parks & Rec. Dept.	601-841-6440	alex.farned@tupeloms.gov
4	Denny Waite	Tupelo Parks & Rec. Dept.	601-841-6440	denny.waite@tupeloms.gov
5	Josh Grubbs	Tupelo Public Works Dept.	662-350-1060	josh.grubbs@tupeloms.gov
6	Johnny Timmons	Tupelo Water & Light Dept.	662-841-6470	j.timmons@tupeloms.gov
7	Al Jones	Tupelo Water & Light Dept.	662-841-6470	al.jones@tupeloms.gov
8	Chris Lewis	Tupelo Water & Light Dept.	662-841-6470	chris.lewis@tupeloms.gov
9	Robby Sandlin	ICM	662-610-4707	rsandlin@icm.construction
10	Joe Williams	ICM	769-798-2246	jwilliams@icm.construction
11	Dillon Childers	M&N Excavators	662-544-9335	dillon.childer@mnexc.com
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NO	NAME	COMPANY	PHONE NO	EMAIL

R.F.I. RESPONSE NO. 1

TO: ALL PLANHOLDERS
FROM: DUSTIN D. DABBS, PE – Project Engineer
DATE: MAY 28, 2024
PROJECT: ROBINS FIELD DRAINAGE IMPROVEMENTS

1. SOLID SODDING REMOVAL & REPLACEMENT

All existing grass on Robins Field that is located inside the paved asphalt track shall be removed with a sod cutter / sod company and placed into rolls and/or pallets. The site shall then be prepped as necessary for new sodding along the entire field. Sodding type shall be approved by the Owner prior to ordering and/or placement by the contractor.

Existing sodding / grassing removed from Robins Field by the contractor shall be provided to the Owner for use at other City locations (i.e. Bel Air Golf Course and Tupelo City Hall). The contractor shall not retain or dispose of the grassing that is removed from Robins Field.

2. 6' x 6' Cast-in-place Box Culvert Under Madison St.

Per the drawings, the proposed box culvert shall be cast-in-place due to the coordination with exiting utilities and proposed drainage infrastructure. Pre-cast box culvert sections will not be allowed at this location.

3. Reinforced Concrete Junction Boxes / Inlets

Per the drawings, the proposed junction boxes and inlets are called out to be cast-in-place due to the coordination with exiting utilities and proposed drainage infrastructure. Pre-cast box culvert sections may be considered at these locations pending approval of material submittals by the Engineer prior to ordering and installation.

*Lee Marquis, President
M+N Excavators, Inc.
See Mg*



- Sod is to be removed and replaced for the entire field area (all areas inside the asphalt track) by a sod farm approved by the City.
- After the installation of the new sod, the Contractor is to water the sod on the playing field surface for 30 days. Any costs incurred for the watering of the new sod will be absorbed into the Solid Sodding pay item.

12. GENERAL DISCUSSION / QUESTIONS

- The project is located within an existing City Park. Pedestrians and vehicular traffic representative of such should be expected and the contractor will be required to maintain the area during the project and ensure that all areas are left in pre-construction condition or better as it relates to park activities. The contractor shall maintain a safe working project area for workers, park attendees and local pedestrian/vehicular traffic.
- The Park is to be closed to Pedestrians and vehicular traffic during the construction of the drainage system improvements. The proper barricading procedures as well as signage are to be administered to restrict access to the Park and the parking lot area. The City traffic supervisor is to be coordinated with and contacted 24 hours prior to any closures that may be required. The Public Works Dept. is to be responsible for the manufacture of the required park closure signs and shall provide the signs to the Contractor for installation and maintenance.
- The hours of construction shall be coordinated between the Contractor, Owner and Engineer but there are no anticipated restrictions that should impact the contractor in this regard.

ADDENDUM #1

City of Tupelo, Mississippi
Ridgeway Dr. Drainage Improvements
Bid No. 2024-021PW

May 20, 2024

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. Add the attached Sheet C4.1 – “Construction Limits” to the Project Drawings set issued for this project.

Bidders shall acknowledge receipt of this addendum on Page D-1 of the Proposal Form.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager

Lee Marquis, President
M & N Excavators, Inc.
See My



Dabbs Corporation

Addendum #1 – 2024-021PW

MEETING MINUTES

PRE-BID MEETING: ROBINS FIELD DRAINAGE IMPROVEMENTS

DATE: May 16, 2024
LOCATION: Robins Field
ATTENDESS: Meeting Sign-In Record Attached

1. OWNER INFORMATION & REPRESENTATIVES

The project will be completed under the Tupelo Park & Recreation Dept. Mr. Alex Farned, Director & Mr. Denny Waite, Beautification Director will be responsible parties for the Owner.

The project will include drainage improvements and, thus, the Tupelo Public Works Dept. will be involved in the project administration as well. Mr. Josh Grubbs, Drainage Superintendent, will represent the PWD for drainage related issues, as needed.

The project will impact existing underground electrical lines, water lines and sanitary sewer lines, thus Tupelo Water & Light will be involved and coordinated along side with as needed. Johnny Timmons, Director, Al Jones, Electric Supervisor, and Chris Lewis, Water & Sewer Supervisor will represent the Water & Light Dept. as needed.

2. PROJECT MANAGEMENT / ENGINEERING SERVICES

Dabbs Corporation is the design engineer and will be responsible for construction oversight & inspection for the project. Dustin Dabbs, PE is the project manager and representatives from Dabbs Corp. will be assigned to the construction phase of the project upon award of the contract by the City.

3. REVIEW OF CONTRACT DOCUMENTS

Discussion included the following:

- Bid date is Thursday, 05/30/2023 at 10:00 am. Bids may be submitted electronically or in sealed envelope per the requirements of the Contract Documents. Include C.O.R. info.
- Anticipated that the project would be awarded to the lowest/best bid on 06/04/2024 or 06/18/2023 City Council meeting.
- Target NTP date will likely be early July, 2024.

4. CONTRACT TIME / LIQUIDATED DAMAGES

- Per the Contract Documents, the contract time is 90 Days.
- Liquidated Damages are set at \$300 / day.

5. REVIEW OF PROJECT SCOPE

The project scope is to remove an existing brick arch culvert and to be replaced with new reinforced concrete pipe and box culvert crossing N Madison St as well as smaller drain pipes along the field area. This will include the removal and replacement of any impacted infrastructure such as asphalt pavement, concrete sidewalk, concrete curb and gutter, etc. The contractor will have to address all existing utility impacts and coordinate with the utility owner to make improvements / relocations as necessary to facilitate the proposed drainage improvements as required for the project.

6. PROJECT MATERIALS / SUBMITTAL REQUIREMENTS

Upon award of the contract, the contractor may begin submitting material submittals for review/approval so that materials can be ordered for the project. Submittals will be required per the specifications (i.e. Asphalt Mix Design, concrete mix design, drainage pipe, cast-iron grates, reinforcing steel, solid sodding, sewer pipe/manholes, encasements, etc.). Inlets and box culvert are to be cast-in-place due to existing conditions / utilities.

7. TEMPORARY FENCING / BARRIER

The contractor will be required to provide temporary barriers, whether chain link fencing sections or temporary construction fencing, etc., during the entirety of the project as defined in the Scope of Work and/or as directed by Owner and Engineer in the field. The need for this is for safety and to protect pedestrians, equipment, pets, etc. from entering the project site. All trenches shall be enclosed by temporary fencing (i.e. plastic construction fence, chain-link fence, barricades, etc.) during the project. After trenches are backfilled, areas shall not require temporary fencing. Thus, the contractor may install temporary fencing for the entire project corridor for the duration of the project OR may move temporary fencing sections so that all open trenches are enclosed as they progress with the proposed drainage improvements.

8. TRAFFIC CONTROL

The contractor will be required to provide any necessary traffic control as required to complete the project. This shall include road closure (Madison St. and Park Entrance closures) to be installed and maintained by the contractor. All associated costs for planning, materials, installation and maintenance in the field shall be absorbed into the Traffic Control pay item on the bid form.

9. EXISTING UTILITIES IMPACTS

There are multiple conflicting utilities crossing the path of the pipe to be replaced, thus the Contractor will work directly with the Water & Light dept. to limit any impact to existing utilities. The contractor shall coordinate with TW&L re. the existing underground electrical wire and conduit along the project corridor prior to the removal of the existing brick arch culvert. The alignment of the proposed drainage system may be adjusted to limit the impact to existing light poles and the requirement to relocate them. The proposed box culvert crossing N Madison St will encounter water lines and sanitary sewer, thus the Contractor will have to coordinate with the City regarding how this is to be handled. The contractor shall be required to install encasements around existing utilities within the proposed cast-in-place box culvert under Madison St.

The project is to have an allowance for expenses occurred by the Contractor for the removal and / or relocation of affected electrical lines and the gas line near N Madison St. The Contractor will provide proof of these expenses, and the City will reimburse from the allowance bid items for the costs required to complete this work. The Contractor will not be given a lump sum for the allowance bid items.

10. ALLOWANCES / CONTINGENCIES

The project bid form includes allowances for expenses occurred by the Contractor for the removal and / or relocation of affected electrical lines, the gas line near N Madison St., landscaping and contingency. The Contractor will provide proof of these expenses, and the City will reimburse from the allowance bid items for the costs required to complete this work. The Contractor will not be given a lump sum for the allowance bid items.

11. LANDSCAPING

- Trees in the path of the stormwater system are to be removed by Tupelo Public Works prior to issuance of the Notice to Proceed.
- The rose bushes in the Nettie Davis Rose Garden are to be removed and replaced by Parks & Rec. Dept.