

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Phillips Contracting Co., Inc.
(Name of Contractor)

P.O. Box 7530, Columbus, MS 39705
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Fidelity and Deposit Company of Maryland hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July 2023. The Condition of the above obligation is such that whereas the Principal has submitted to TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"CITY PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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.

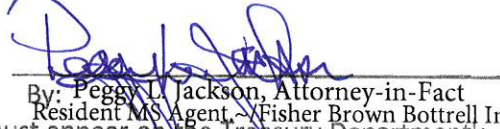
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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 present to be signed by their officers, the day and year first set forth above.

Phillips Contracting Co., Inc. (L.S.)
Principal

Fidelity and Deposit Company of Maryland
Surety


By: President


By: Peggy L. Jackson, Attorney-in-Fact
Resident MS Agent, Fisher Brown Bottrell Insurance, Inc.



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.

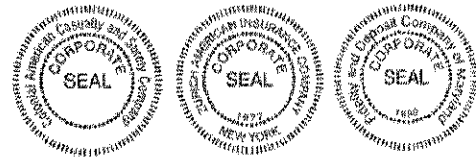
*** END OF SECTION ***

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of November, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 21st day of November, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.


RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of July, 2023.




By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reports@claims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ADDENDUM #1

**City of Tupelo, Mississippi
City Park Drainage Improvements
Bid No. 2023-028PW**

June 20, 2023

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

1. Remove the Section A – Advertisement in its entirety and replace with the attached Advertisement that includes a Pre-Bid Meeting at the Tupelo Public Works Department at 10:00 am on Thursday, July 6, 2023.
2. Remove the Section B – Information for Bidders in its entirety and replace with the attached Information For Bidders sheets (6) that includes information related to the Pre-Bid Meeting at the Tupelo Public Works Department at 10:00 am on Thursday, July 6, 2023.
3. Remove the Section C – General Conditions of Work in its entirety and replace with the attached General Conditions of Work sheets (5) that includes information related to the Pay Item No. 22 – Temporary Fencing / Barrier.
4. Remove the Bid Form from Section D – Proposal and replace with the attached Bid Form (Sheets D-4a and D-4b) that includes new pay item for Temporary Fencing / Barrier.

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 *Accepted:*
B.D., President
6-20-23

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, July 13, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*CITY PARK DRAINAGE IMPROVEMENTS*", **Bid No. 2023-028PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.

Bids are related to the construction of drainage improvements to include removal and replacement of existing drainage pipes, concrete inlets and related infrastructure located adjacent to existing City Park baseball fields within the City of Tupelo. The work will include removal of asphalt pavement, concrete sidewalk, excavation, concrete inlets, etc. in order to remove existing 30" RCP and 42" RCP drainage pipes adjacent to and within the existing baseball fields. The contractor will be required to replace the existing infrastructure, which includes the installation of approximately 140 LF 48" HDPE drain pipe, 485 LF of 60" RCP, three concrete grate inlets, sidewalks/walking trails, etc. in order to provide improved collection, conveyance and capacity in the existing drainage system. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the, Project Drawings, General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **45** consecutive calendar days. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Thursday, July 6, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at www.tupelomsbids.com. Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to Plan House at 662-407-0193.

The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

BY: s/b Traci Dillard
TRACI DILLARD, City Purchasing Clerk

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

- A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, July 13, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the **"CITY PARK DRAINAGE IMPROVEMENTS"**, **Bid No. 2023-028PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.
- B. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Thursday, July 6, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.
- C. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.**

2. Bids:

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
 - 1. Bid for construction of: **"CITY PARK DRAINAGE IMPROVEMENTS"**
 - 2. Certificate of Responsibility No. _____.
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
- C. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.

4. **Addenda and Interpretations:**

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. **Certificate of Responsibility Number:**

- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
- C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

6. **Notice to Nonresident Bidders:**

- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDERS's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER's bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.
 - B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
10. **Law and Regulations:** The BIDDERS'S attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER

of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

12. **Public Access / Public Safety:** IT SHALL BE THE REponsibility OF THE CONTRACTOR TO UNDERSTAND THE PROXIMITY OF THE IMPROVEMENTS FALL WITHIN AN EXISTING PUBLIC PARK FACILITY THAT IS VISITED BY PEDESTRIANS DAILY. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE TEMPORARY FENCING, OR SOME FORM OF ADEQUATE BARRIER TO BE APPROVED BY THE OWNER, AROUND CONSTRUCTION WORK AREAS IN ORDER TO PROTECT THE PUBLIC/PEDESTRIANS DURING THE TERM OF THE PROPOSED IMPROVEMENTS. ACCESS TO PEDESTRIANS SHALL BE RESRICTED AT ALL TIMES BY THE CONTRACTOR AND FENCING/BARRIERS SHALL BE REQUIRED AT NIGHT/NON-WORK TIMES AS WELL TO PREVENT ACCESS TO TRENCHES, EQUIPMENT, ETC. THAT IMPACT PUBLIC SAFETY.
13. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
14. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
15. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
16. **Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to

any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.
23. **Issuance of "Notice to Proceed":** Should the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.

END OF SECTION

SECTION C – GENERAL CONDITIONS OF WORK

CITY OF TUPELO PUBLIC WORKS DEPARTMENT

DATE: June 20, 2023

SUBJECT: General Conditions / Scope of Work / Project Area

PROJECT: CITY PARK DRAINAGE IMPROVEMENTS – BID NO. 2023-028PW

The Contract Documents also include an official set of construction plans/project drawings to graphically represent the proposed improvements that shall be provided by the Contractor for this project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be in regards to the specific Project Drawings issued for this project by the Engineer. The Scope of Work shall not supersede the Project Drawings or Technical Specifications but shall provide a supplement to the conditions that are included in the proposed project.

GENERAL PROJECT INFORMATION

Generally, this contract is to provide the labor, equipment and materials as necessary to provide the work as described herein. Drawings of the proposed project area and proposed improvements are provided as an Attachment to and made part of the Contract Documents for this project. Materials and supplies provided by the Contractor shall be in accordance with the Project Drawings, Technical Specifications and applicable local, state and federal guidelines associated with providing the specified items on the Bid Form.

Work on the project shall consist of providing the items included on the bid form and all other necessary work, including incidentals, required to provide a complete project in accordance with the directives included herein, the Project Drawings, Technical Specifications, manufacturer's material recommendations and all applicable local, state and federal guidelines associated with the types of work required for completing the proposed improvements. If there is not a pay item associated with a specific type of work or material that is required for providing the necessary improvements, then such work and/or materials shall be provided by the Contractor and shall be absorbed into other pay items that are included on the bid form. No additional or separate payment shall be provided by the Owner for providing the labor, materials, work, etc. as required to meet the project requirements related to the improvements specified herein.

PROJECT AREA

All proposed project work related to this contract shall be within the Tupelo City Limits located within or immediately adjacent to City Park. The project area shall be confined to the city property of City Park and the existing City Park baseball fields and sidewalks / driveway as shown on the project

drawings. All proposed improvements shall be located within the City of Tupelo property, including City Park and local street rights-of-way (ROW). The contractor shall not be authorized by the Owner to access or utilize any other portions of the park or any private property. If the contractor utilizes any other public or private property during this project, the contractor shall be responsible for obtaining the necessary written permission as required for access/use from respective property owners. Upon the completion of the delivery of concrete to each project site, the City shall provide a place for the wash out and cleanup of Contractor's equipment. The contractor shall not be permitted to wash out concrete or other materials into ditches, storm drains, drainage ways, etc. or along areas of the Park that are not approved by the Owner.

PROJECT PAY ITEMS

1. **MOBILIZATION:** The contractor shall include a lump sum price for the delivery and removal of project equipment and materials that are required for the project. If necessary, other incidental materials, equipment, work, etc. that is not specifically defined or for which a specific pay item is not included may be absorbed into the lump sum price for this pay item. Payment shall be made in accordance with the format defined in the Specifications.
2. **CLEARING & GRUBBING:** The contractor shall remove the necessary vegetation along the existing drainage ditch in order to access the inlet/outlet locations of the existing and proposed drainage pipes. The contractor shall only clear what is necessary to provide the work as defined in the contract documents, including drawing and specifications. Erosion control measures should be installed prior to any activities that will disturb the existing soils.
3. **REMOVE & REPLACE CHAIN LINK FENCE:** The contractor shall be required to remove existing chain link fencing on the perimeter of the baseball fields in order to complete the proposed drainage improvements. The contractor shall utilize the areas where fencing is removed in order to access the portion of the project site that lies in the baseball field itself. The removed sections will be re-installed by the contractor following the other proposed project improvements. If the contractor damages the existing iron fencing during the removal work or transport, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner. Once the project is complete, the contractor shall bring the removed fence sections back to the project site and re-install the chain link fencing to a condition equal to or better than pre-construction conditions. If new posts are required for installation, any associated costs for re-installation shall be absorbed into this pay item as part of the unit price on the Bid Form. If the contractor damages the existing fencing during the transport or re-installation, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner.
4. **REMOVAL OF ASPHALT PAVEMENT:** The contractor shall sawcut, remove and dispose of existing asphalt pavement as required to provide the drainage removal and installation work defined in the Contract Documents. Removal of existing asphalt pavement shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials

associated the removal of the existing asphalt pavement shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.

5. REMOVAL OF CONCRETE SIDEWALK: If required in order to remove the existing pipe culverts, the contractor shall sawcut, remove and dispose of existing concrete sidewalks as required to provide the other removal and installation work defined in the Contract Documents. Removal of existing concrete sidewalk shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials associated the removal of the existing concrete sidewalk shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
6. REMOVAL OF EXISTING CONCRETE INLETS: The contractor shall remove three (3) existing drainage inlets with cast iron grates as identified on the Project Drawings. Any work, equipment or materials associated the removal of the existing inlets shall be an absorbed cost included as part of this pay item on the Bid Form. This includes disconnecting the existing pipes from inlet and disposal of the existing concrete materials.
7. REMOVAL OF EXISTING RIP-RAP: The contractor shall remove and dispose of existing rip-rap located near the existing concrete inlet at the downstream end of the project limits. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
8. REMOVAL OF 30" RCP: The contractor shall remove and dispose of existing 30" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
9. REMOVAL OF 42" RCP: The contractor shall remove and dispose of existing 42" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
10. ASPHALT PAVEMENT / WALKING TRACK: The contractor shall replace the asphalt pavement walking track removed from the project site and shall match existing adjacent paved walking track.
11. CONCRETE SIDEWALK, MATCH EXISTING: The contractor shall replace the concrete sidewalks removed from the project site and shall match existing adjacent sidewalk.
12. SAWCUTTING: This pay item shall be utilized for sawcut joints to existing asphalt pavement and existing concrete curb / sidewalks as required for the removal and replacement of these items as necessary to perform the proposed pipe and inlet installation. The existing roadway, parking lot, curb and sidewalk shall be cut in straight lines/edges prior to the removal of these

items so that the contractor shall replace the pavement, curb & sidewalk to clean edges to provide the best possible match to existing infrastructure.

13. CRUSHED STONE BASE MATERIAL: The contractor shall provide and install crushed stone as required to provide bedding/backfill for the proposed drainage pipe installation. Bedding/backfill shall be placed per the requirements included on the trench installation detail sheet in the project drawings and as approved by the Owner.
14. BORROW EXCAVATION: The contractor shall stockpile and utilize existing soils removed from the project site as backfill around the proposed pipes, inlets, etc. and to fill in voids/sinkholes, etc. as necessary for finished grading. This related excavation work shall be absorbed into other pay items related to the removal and installation of drainage pipes. In addition, the contractor shall be required to provide and place borrow material as directed by the Engineer if existing soils are not suitable for placement under paved areas.
15. 48" HDPE DRAINAGE PIPE: Following the removal of the existing drain pipes, the contractor shall provide and install new 48" HDPE drainage pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
16. 60" RCP DRAINAGE PIPE: Following the removal of the existing drain pipes, the contractor shall provide and install new 60" reinforced concrete pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
17. REINFORCED CONCRETE INLET: The contractor shall provide and install new reinforced concrete inlets as identified on the Project Drawings. Reinforced concrete inlets shall be paid for as a whole finished unit and may be pre-cast or cast-in-place by the contractor. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
18. 3' X 3' CAST IRON GRATE: The contractor shall provide and install a new ADA compliant cast iron grate with maximum 3/8" gaps on the proposed reinforced concrete inlet as identified on the project drawings. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
19. CONCRETE, CLASS B: This pay item shall be utilized for installing concrete pipe collars as required to make connections to existing pipes and for setting fence posts as required to re-

install the existing chain link fencing. No separate payment shall be made using this pay item for other items (i.e. junction box, inlets, curb, sidewalk, etc.) listed on the bid form.

20. CONNECT TO EXISTING PIPES: The contractor shall provide the connection to the new pipes at the unit price included on the bid form for this pay item. This price shall include all incidentals, labor, equipment, materials, etc. required to provide the connection in the field. If concrete is required to make the connection, then the contractor shall be paid separately for the concrete per the unit price listed on the bid form for the "Concrete, Class B" pay item at each connection.
21. SOLID SODDING: The contractor shall provide and install grass sodding to match the existing grass type in the property of the park. This work shall include watering, finish grading, etc. as required to install the sodding in a manner that promotes positive drainage and that matches the adjacent grades. No separate payment will be made for incidental work, equipment, materials, etc. required to provide and install the sodding as required for final approval and acceptance of the Owner.
22. TEMPORARY FENCING / BARRIER: The contractor shall be required to provide and install temporary fencing around the project site for all areas outside of the existing chain link fencing for each baseball field. Areas inside the baseball fields will not require temporary fencing on each side as long as the perimeter fencing is kept secure from access. The contractor may utilize chain link fence sections, temporary plastic construction fencing, or other barricades / barriers that are approved by the Owner and Engineer that restrict access to and from the site for pedestrians, etc. in the park area. The fenced in area will need to be maintained during non-work hours to restrict access for pedestrians, etc. as adjacent park areas are utilized at all times of the day and night.
23. EROSION CONTROL: The contractor shall be required to provide and implement and erosion control plan prior to and during the project. All design, permitting, installation, maintenance of erosion control measures shall be included as part of this pay item, including the development of the Small Construction Notice of Intent (SCNOI), SWPPP, Erosion Control Plan as required per MDEQ standards for small construction projects.

All proposed pipes and inlets shall be backfilled and bedded as required in the technical specifications and/or per the recommendations of the material manufacturer. The connection of existing pipes to the new inlets and the connection of new pipes to new inlets shall be an absorbed cost and shall be provided by the contractor to meet any applicable specifications at no additional cost to the Owner, with the exception of the "Concrete, Class B" pay item that shall be utilized as required to make the necessary connections.

****END OF SECTION****

ADDENDUM #2

**City of Tupelo, Mississippi
City Park Drainage Improvements
Bid No. 2023-028PW**

July 10, 2023

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

1. Remove the Section C – General Conditions of Work in its entirety and replace with the attached General Conditions of Work sheets (6) that includes information related to the Pay Item No. 24 – Irrigation System Repairs, (As Req'd).
2. Remove the Bid Form from Section D – Proposal and replace with the attached Bid Form (Sheets D-4a and D-4b) that includes Pay Item No. 24 – Irrigation System Repairs, (As Req'd).
3. A Pre-Bid Meeting was held on Wednesday, July 6, 2023 at Tupelo Public Works Department. The Meeting Minutes from this meeting are attached and made part of the Contract Documents 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

Accepted!
B. Z. L., President
7-10-23

SECTION C – GENERAL CONDITIONS OF WORK

CITY OF TUPELO PUBLIC WORKS DEPARTMENT

DATE: July 7, 2023 (Addendum No. 2)

SUBJECT: General Conditions / Scope of Work / Project Area

PROJECT: CITY PARK DRAINAGE IMPROVEMENTS – BID NO. 2023-028PW

The Contract Documents also include an official set of construction plans/project drawings to graphically represent the proposed improvements that shall be provided by the Contractor for this project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be in regards to the specific Project Drawings issued for this project by the Engineer. The Scope of Work shall not supersede the Project Drawings or Technical Specifications but shall provide a supplement to the conditions that are included in the proposed project.

GENERAL PROJECT INFORMATION

Generally, this contract is to provide the labor, equipment and materials as necessary to provide the work as described herein. Drawings of the proposed project area and proposed improvements are provided as an Attachment to and made part of the Contract Documents for this project. Materials and supplies provided by the Contractor shall be in accordance with the Project Drawings, Technical Specifications and applicable local, state and federal guidelines associated with providing the specified items on the Bid Form.

Work on the project shall consist of providing the items included on the bid form and all other necessary work, including incidentals, required to provide a complete project in accordance with the directives included herein, the Project Drawings, Technical Specifications, manufacturer's material recommendations and all applicable local, state and federal guidelines associated with the types of work required for completing the proposed improvements. If there is not a pay item associated with a specific type of work or material that is required for providing the necessary improvements, then such work and/or materials shall be provided by the Contractor and shall be absorbed into other pay items that are included on the bid form. No additional or separate payment shall be provided by the Owner for providing the labor, materials, work, etc. as required to meet the project requirements related to the improvements specified herein.

PROJECT AREA

All proposed project work related to this contract shall be within the Tupelo City Limits located within or immediately adjacent to City Park. The project area shall be confined to the city property of City Park and the existing City Park baseball fields and sidewalks / driveway as shown on the project

drawings. All proposed improvements shall be located within the City of Tupelo property, including City Park and local street rights-of-way (ROW). The contractor shall not be authorized by the Owner to access or utilize any other portions of the park or any private property. If the contractor utilizes any other public or private property during this project, the contractor shall be responsible for obtaining the necessary written permission as required for access/use from respective property owners. Upon the completion of the delivery of concrete to each project site, the City shall provide a place for the wash out and cleanup of Contractor's equipment. The contractor shall not be permitted to wash out concrete or other materials into ditches, storm drains, drainage ways, etc. or along areas of the Park that are not approved by the Owner.

PROJECT PAY ITEMS

1. **MOBILIZATION:** The contractor shall include a lump sum price for the delivery and removal of project equipment and materials that are required for the project. If necessary, other incidental materials, equipment, work, etc. that is not specifically defined or for which a specific pay item is not included may be absorbed into the lump sum price for this pay item. Payment shall be made in accordance with the format defined in the Specifications.
2. **CLEARING & GRUBBING:** The contractor shall remove the necessary vegetation along the existing drainage ditch in order to access the inlet/outlet locations of the existing and proposed drainage pipes. The contractor shall only clear what is necessary to provide the work as defined in the contract documents, including drawing and specifications. Erosion control measures should be installed prior to any activities that will disturb the existing soils.
3. **REMOVE & REPLACE CHAIN LINK FENCE:** The contractor shall be required to remove existing chain link fencing on the perimeter of the baseball fields in order to complete the proposed drainage improvements. The contractor shall utilize the areas where fencing is removed in order to access the portion of the project site that lies in the baseball field itself. The removed sections will be re-installed by the contractor following the other proposed project improvements. If the contractor damages the existing iron fencing during the removal work or transport, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner. Once the project is complete, the contractor shall bring the removed fence sections back to the project site and re-install the chain link fencing to a condition equal to or better than pre-construction conditions. If new posts are required for installation, any associated costs for re-installation shall be absorbed into this pay item as part of the unit price on the Bid Form. If the contractor damages the existing fencing during the transport or re-installation, the contractor shall be required to replace the damaged sections to the approval of the Owner at no additional cost to the Owner.
4. **REMOVAL OF ASPHALT PAVEMENT:** The contractor shall sawcut, remove and dispose of existing asphalt pavement as required to provide the drainage removal and installation work defined in the Contract Documents. Removal of existing asphalt pavement shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials

associated the removal of the existing asphalt pavement shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.

5. REMOVAL OF CONCRETE SIDEWALK: If required in order to remove the existing pipe culverts, the contractor shall sawcut, remove and dispose of existing concrete sidewalks as required to provide the other removal and installation work defined in the Contract Documents. Removal of existing concrete sidewalk shall be limited to what is necessary to complete the work and the removal limits shall be approved by the Owner prior to the commencement of this work. All work, labor, equipment or materials associated the removal of the existing concrete sidewalk shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
6. REMOVAL OF EXISTING CONCRETE INLETS: The contractor shall remove three (3) existing drainage inlets with cast iron grates as identified on the Project Drawings. Any work, equipment or materials associated the removal of the existing inlets shall be an absorbed cost included as part of this pay item on the Bid Form. This includes disconnecting the existing pipes from inlet and disposal of the existing concrete materials.
7. REMOVAL OF EXISTING RIP-RAP: The contractor shall remove and dispose of existing rip-rap located near the existing concrete inlet at the downstream end of the project limits. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
8. REMOVAL OF 30" RCP: The contractor shall remove and dispose of existing 30" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
9. REMOVAL OF 42" RCP: The contractor shall remove and dispose of existing 42" reinforced concrete pipes as identified on the Project Drawings. All work, labor, equipment or materials associated the removal of the existing reinforced concrete pipes shall be an absorbed cost included as part the unit price for this pay item on the Bid Form.
10. ASPHALT PAVEMENT / WALKING TRACK: The contractor shall replace the asphalt pavement walking track removed from the project site and shall match existing adjacent paved walking track.
11. CONCRETE SIDEWALK, MATCH EXISTING: The contractor shall replace the concrete sidewalks removed from the project site and shall match existing adjacent sidewalk.
12. SAWCUTTING: This pay item shall be utilized for sawcut joints to existing asphalt pavement and existing concrete curb / sidewalks as required for the removal and replacement of these items as necessary to perform the proposed pipe and inlet installation. The existing roadway, parking lot, curb and sidewalk shall be cut in straight lines/edges prior to the removal of these

items so that the contractor shall replace the pavement, curb & sidewalk to clean edges to provide the best possible match to existing infrastructure.

13. **CRUSHED STONE BASE MATERIAL:** The contractor shall provide and install crushed stone as required to provide bedding/backfill for the proposed drainage pipe installation. Bedding/backfill shall be placed per the requirements included on the trench installation detail sheet in the project drawings and as approved by the Owner. Crushed stone, minimum thickness of 6 inches, will also be required under proposed asphalt & concrete paved areas.
14. **BORROW EXCAVATION:** The contractor shall stockpile and utilize existing soils removed from the project site as backfill around the proposed pipes, inlets, etc. and to fill in voids/sinkholes, etc. as necessary for finished grading. This related excavation work shall be absorbed into other pay items related to the removal and installation of drainage pipes. In addition, the contractor shall be required to provide and place borrow material as directed by the Engineer if existing soils are not suitable for placement under paved areas.
15. **48" HDPE DRAINAGE PIPE:** Following the removal of the existing drain pipes, the contractor shall provide and install new 48" HDPE drainage pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
16. **60" RCP DRAINAGE PIPE:** Following the removal of the existing drain pipes, the contractor shall provide and install new 60" reinforced concrete pipe as identified on the Project Drawings. All specified materials, including pipe, bedding, joint seal materials, fittings, etc. shall be included in the unit price specified on the bid form for this pay item. No separate payment for incidental materials, labor, equipment, etc. shall be provided; any items required to complete the work as specified on the project drawings shall be absorbed into this pay item as part of the unit price listed on the Bid Form.
17. **REINFORCED CONCRETE INLET:** The contractor shall provide and install new reinforced concrete inlets as identified on the Project Drawings. Reinforced concrete inlets shall be paid for as a whole finished unit and may be pre-cast or cast-in-place by the contractor. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.
18. **3' X 3' CAST IRON GRATE:** The contractor shall provide and install a new ADA compliant cast iron grate with maximum 3/8" gaps on the proposed reinforced concrete inlet as identified on the project drawings. No separate payment for concrete or reinforcing steel shall be included; any items required to complete the work shall be absorbed as part of the unit price listed on the Bid Form.

19. CONCRETE, CLASS B: This pay item shall be utilized for installing concrete pipe collars as required to make connections to existing pipes and for setting fence posts as required to re-install the existing chain link fencing. No separate payment shall be made using this pay item for other items (i.e. junction box, inlets, curb, sidewalk, etc.) listed on the bid form.
20. CONNECT TO EXISTING PIPES: The contractor shall provide the connection to the new pipes at the unit price included on the bid form for this pay item. This price shall include all incidentals, labor, equipment, materials, etc. required to provide the connection in the field. If concrete is required to make the connection, then the contractor shall be paid separately for the concrete per the unit price listed on the bid form for the "Concrete, Class B" pay item at each connection.
21. SOLID SODDING: The contractor shall provide and install grass sodding to match the existing grass type in the property of the park. This work shall include watering, finish grading, etc. as required to install the sodding in a manner that promotes positive drainage and that matches the adjacent grades. No separate payment will be made for incidental work, equipment, materials, etc. required to provide and install the sodding as required for final approval and acceptance of the Owner.
22. TEMPORARY FENCING / BARRIER: The contractor shall be required to provide and install temporary fencing around the project site for all areas outside of the existing chain link fencing for each baseball field. Areas inside the baseball fields will not require temporary fencing on each side as long as the perimeter fencing is kept secure from access. The contractor may utilize chain link fence sections, temporary plastic construction fencing, or other barricades / barriers that are approved by the Owner and Engineer that restrict access to and from the site for pedestrians, etc. in the park area. The fenced in area will need to be maintained during non-work hours to restrict access for pedestrians, etc. as adjacent park areas are utilized at all times of the day and night.
23. EROSION CONTROL: The contractor shall be required to provide and implement an erosion control plan prior to and during the project. All design, permitting, installation, maintenance of erosion control measures shall be included as part of this pay item, including the development of the Small Construction Notice of Intent (SCNOI), SWPPP, Erosion Control Plan as required per MDEQ standards for small construction projects.
24. IRRIGATION REPAIRS (AS REQ'D.): The contractor shall utilize this pay item and lump sum allotted amount of \$10,000.00 against any potential requirements and related costs for providing plumbing related repairs to the existing irrigation system located in the existing baseball fields at City Park. There is no as-built information available and locating existing irrigation infrastructure prior to construction may not be comprehensive. Thus, in the event that repairs are required to the existing irrigation system as a result of conflicts with the proposed drainage improvements, this pay item will be utilized for reimbursement to the contractor only for specific costs as required to make repairs to the existing irrigation system. The contractor will not be paid or reimbursed the full allotment of \$10,000.00 but shall be reimbursed from this lump sum amount only for actual expenses related to irrigation repairs,

if required and approved by the Engineer. The contractor shall be reimbursed from this pay item only for actual expenses related to materials and any plumbing costs. Should no work be required for irrigation system repairs, this pay item will not be reimbursed to the contractor. In order for portions of this lump sum amount to qualify for payment to the Contractor, a list of actual expenses will be submitted by the contractor to the Engineer immediately following the necessary repairs and the City, based on the schedule of values for each expense, will determine what expenses are required and reimburse the specific amounts that are required based on the included conditions.

All proposed pipes and inlets shall be backfilled and bedded as required in the technical specifications and/or per the recommendations of the material manufacturer. The connection of existing pipes to the new inlets and the connection of new pipes to new inlets shall be an absorbed cost and shall be provided by the contractor to meet any applicable specifications at no additional cost to the Owner, with the exception of the "Concrete, Class B" pay item that shall be utilized as required to make the necessary connections.

******END OF SECTION******

MEETING MINUTES

PRE-BID MEETING: CITY PARK DRAINAGE IMPROVEMENTS

DATE: July 7, 2023

LOCATION: Tupelo Public Works Department (PWD) Conference Room

ATTENDESS: Meeting Sign-In Record Attached

1. OWNER INFORMATION & REPRESENTATIVES

The project will be completed under the Public Works Dept. Chuck Williams, Director & Josh Grubbs, Drainage Superintendent will be responsible parties for the project.

The project will be completed within the City Park and, thus, the Parks & Recreation Dept. will be involved in the project administration as well. Alex Farned, Director & Denny Wait, Beautification Director will represent the Parks & Rec. 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. PROGRAM MANAGEMENT SERVICES / ARPA REVIEW

The City has procured ICM to assist in the management of the overall ARPA program that covers multiple projects for the City. ICM will be involved in record keeping and associated items related to documentation and logistics as required to achieve the necessary ARPA guidelines and requirements for the City for all ARPA funded projects.

4. ARPA GUIDELINES FOR PROCUREMENT / CONSTRUCTION

The project is funded in part under the American Recovery Plan Act (ARPA) related funding and, thus, the funding mechanism was discussed in the meeting along with ICM mentioning a few specific requirements/details. The project has been sent to the MS Agency Bid Bank to encourage minority participation. Special conditions have been included in Section F – Contract and these two mandatory addendums to the contract were highlighted and discussed in the meeting. As discussed, the contract along with the two mandatory addendums included in Section F must be signed by the contractor and executed by the City upon Notice of Award of Contract and the contractor will have to abide by these addendums for the necessary components of the project.

The prime contractor will be required to be registered with SAM.gov and show proof of registration in order to receive payment on all ARPA funded projects. Thus, contractors were encouraged to initiate the SAM.gov registration process if this was not already assigned for their company.

5. REVIEW OF CONTRACT DOCUMENTS / ADDENDUM NO. 1

Discussion included the following:

- Bid date is Thursday, 07/13/2023 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.

- Addendums must be acknowledged on proposal form sheet D-1
- Sections D & E are required for the bid package, which includes proposal documents, bid form, non-collusion affidavits & bid bond.
- Anticipated that the project would be awarded to the lowest/best bid on 07/18/2023 or 08/01/2023 City Council meeting.
- Target NTP date will likely be early September, 2023.

6. CONTRACT TIME / LIQUIDATED DAMAGES

- Per the Contract Documents, the contract time is 45 Days.
- Liquidated Damages are set at \$300 / day.

7. REVIEW OF PROJECT DRAWINGS

Questions about the project were answered include the following:

- Lay down areas should be within the existing baseball field or on City Property provided off site.
- No adjacent property, including the cemetery or areas around the splash pad, parking lots, etc. would be available for utilization by the contractor.
- The City of Tupelo can provide dump sites for excess materials, including concrete, etc. so long as pieces are no larger than 18” in length/diameter. Inlets or larger pieces of materials will have to be broken into smaller pieces or delivered to a spoil/dump site provided by the contractor.
- Crushed stone will be utilized for bedding material as required for HDPE pipe installation and for base material under paved areas as required to complete the project in accordance with the specifications and project drawings.
- Borrow excavation will be utilized only as needed to fill voids, replace materials deemed unsuitable by the engineer or for finish grading/leveling. Existing materials shall be stockpiled during the removal of the drain pies and reused for backfill.

8. 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, drainage pipe, pre-cast inlets, cast-iron grates).

9. MATERIALS TESTING

Testing should not be required for the project. If required, it will be provided by the Engineer. Concrete and/or asphalt load tickets will be provided to the Engineer by the contractor.

10. CONSTRUCTION STAKING

The contractor will be responsible for any construction staking required for him to complete the project. Upon request, CAD files and control points may be provided by the Engineer.

11. TEMPORARY FENCING / BARRIER

The addition of a pay item for temporary fence / barrier was added to the Scope of Work and bid firm under Addendum No. 1. The need for this is for safety and to protect pedestrians, equipment, pets, etc. from entering the project site. 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.

12. EROSION CONTROL

The contractor will be required to complete all necessary planning & documentation to meet MDEQ requirements for the project with respect to erosion control. This includes development of an erosion control plan, SWPPP and Small Construction Notice of Intent (SCNOI) as required to provide compliance on the project. All associated costs for planning, permitting, documentation, materials, installation and maintenance in the field shall be absorbed into the Erosion Control pay item on the bid form.

13. TRAFFIC CONTROL

The contractor will be required to provide any necessary traffic control as required to complete the project. Access to the project site will only be from Memorial Park Dr. on the downstream end of the project. Access will not be allowed from Joyner Ave. on the upstream end of the project. 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.

14. IRRIGATION SYSTEM IMPACTS

There is an existing irrigation system located on the baseball fields within the project corridor. There are no as-built drawings and locating the utilities prior to excavation may not be 100% reliable. Thus, there will be a lump sum allowance added to the project as part of Addendum No. 2 to account for direct costs associated to any unforeseen irrigation system repairs. The contractor must provide receipts/cost information for any direct costs associated with any required repairs to irrigation system piping, components, etc. for reimbursement. The entire lump sum amount will not be paid to the contractor per the scope of work. The allowance of \$10,000.00 will be shown on the bid form under a new pay item.

15. LANDSCAPING

There are minor landscape beds located adjacent to the baseball fields within the project corridor at the south end of the project near Memorial Park Dr. The contractor will be required to remove any landscaping as required to complete the project as part of the Clearing and Grubbing pay item. No new landscaping is included in the project and future landscaping within the project corridor will be provided by others.

16. ADDENDUM NO. 2

Addendum 2 will be issued to add requirements/direction in regards to the "Irrigation System Repairs" pay item to Section C – Scope of Work and on the Bid Form in Section D. Plan holders should expect to see the second addendum prior to the bid date and shall acknowledge both Addendum 1 and Addendum 2 on the proposal form.

17. GENERAL DISCUSSION / QUESTIONS

- The project is located adjacent to an active community cemetery. The City asks that construction activities and personnel be conducted in a way that is respectful of the area and any potential services, etc. that will take place there. No access to any portion of the cemetery will be available for utilization by the contractor during the project.
- 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.

PROPOSAL

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi 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

"CITY PARK 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 45 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: 1 DATE: 6/20/23
NUMBER: 2 DATE: 7/10/23
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.

**BID FORM - BID NO. 2023-028PW
CITY OF TUPELO, MISSISSIPPI
CITY PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	25,000 ⁰⁰	25,000 ⁰⁰
2	CLEARING & GRUBBING	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	30 ⁰⁰	6,000 ⁰⁰
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	33 ⁰⁰	1,650 ⁰⁰
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	110 ⁰⁰	1,650 ⁰⁰
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	550 ⁰⁰	1,650 ⁰⁰
7	REMOVAL OF EXISTING RIP-RAP	SY	30	110 ⁰⁰	3,300 ⁰⁰
8	REMOVAL OF 30" RCP	LF	140	50 ⁰⁰	7,000 ⁰⁰
9	REMOVAL OF 42" RCP	LF	485	50 ⁰⁰	24,250 ⁰⁰
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	905 ⁰⁰	13,575 ⁰⁰
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	220 ⁰⁰	4,400 ⁰⁰
12	SAWCUTTING	LF	100	10 ⁰⁰	1,000 ⁰⁰
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	60 ⁰⁰	2,400 ⁰⁰
14	BORROW EXCAVATION	CY	50	25 ⁰⁰	1,250 ⁰⁰
15	48" HDPE DRAINAGE PIPE	LF	140	205 ⁰⁰	28,700 ⁰⁰
16	60" RCP DRAINAGE PIPE	LF	485	325 ⁰⁰	157,625 ⁰⁰
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	10,500 ⁰⁰	31,500 ⁰⁰
18	3' X 3' CAST IRON GRATE	EA	3	500 ⁰⁰	1,500 ⁰⁰
19	CONCRETE, CLASS B	CY	5	1,500 ⁰⁰	7,500 ⁰⁰
20	CONNECT TO EXISTING PIPES	EA	5	2,000 ⁰⁰	10,000 ⁰⁰
21	SOLID SODDING	SY	3000	10 ⁰⁰	30,000 ⁰⁰
22	TEMPORARY FENCING / BARRIER	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
23	EROSION CONTROL	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
TOTAL					394,950⁰⁰

BID FORM - BID NO. 2023-028PW
 CITY OF TUPELO, MISSISSIPPI
 CITY PARK DRAINAGE IMPROVEMENTS
 MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	25,000.00	25,000.00
2	CLEARING & GRUBBING	LS	1	10,000.00	10,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	30.00	6,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	33.00	1,650.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	110.00	1,650.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	550.00	1,650.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	110.00	3,300.00
8	REMOVAL OF 30" RCP	LF	140	50.00	7,000.00
9	REMOVAL OF 42" RCP	LF	485	50.00	24,250.00
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20	CONNECT TO EXISTING PIPES	EA	5	2,000.00	10,000.00
21	SOLID SODDING	SY	3000	10.00	30,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	5,000.00	5,000.00
23	EROSION CONTROL	LS	1	10,000.00	10,000.00
TOTAL					384,950.00

BID FORM - BID NO. 2023-028PW
CITY OF TUPELO, MISSISSIPPI
CITY PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1		
2	CLEARING & GRUBBING	LS	1		
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200		
4	REMOVAL OF ASPHALT PAVEMENT	SY	50		
5	REMOVAL OF CONCRETE SIDEWALK	SY	15		
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3		
7	REMOVAL OF EXISTING RIP-RAP	SY	30		
8	REMOVAL OF 30" RCP	LF	140		
9	REMOVAL OF 42" RCP	LF	485		
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15		
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20		
12	SAWCUTTING	LF	100		
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40		
14	BORROW EXCAVATION	CY	50		
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17	REINFORCED CONCRETE INLET	EA	3		
18	3' X 3' CAST IRON GRATE	EA	3		
19	CONCRETE, CLASS B	CY	5		
20	CONNECT TO EXISTING PIPES	EA	5		
21	SOLID SODDING	SY	3000		
22	EROSION CONTROL	LS	1		
TOTAL					

BID FORM - BID NO. 2023-028PW
CITY OF TUPELO, MISSISSIPPI
CITY PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: Phillips Contracting Company Inc.
(PLEASE PRINT)

SIGNATURE: 73.28

NAME AND TITLE: Blake W. Hill President
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: Po Box 7530
Columbus, Ms 39705

PHONE NUMBER: 662-364-4900, 662-328-6250

BID FORM - BID NO. 2023-028PW
CITY OF TUPELO, MISSISSIPPI
CITY PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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RESPECTFULLY SUBMITTED BY: Phillips Contracting Co. Inc.
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Blake Hill President
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: P.O. Box 7530
Columbus, MS 39708

PHONE NUMBER: 662-328-6250

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Dang Phillips certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Blake Hill 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: Dang Phillips

Title: Secretary

Signature: Dang Phillips

(CORPORATE SEAL)

7/13/23