

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MARCH 02, 2021

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, March 2, 2021, at 6:00 p.m. with the following in attendance: Council members Travis Beard, Nettie Davis, Buddy Palmer, Mike Bryan and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Markel Whittington and Lynn Bryan were absent.

Councilman Travis Beard led the invocation, and Councilman Willie Jennings led the pledge of allegiance.

President Mike Bryan called the meeting to order at 6:00 PM.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Palmer moved, seconded by Councilman Jennings, to confirm the agenda and agenda order, with the follow change:

ADD: Item #8 Bid # 2021-004PW Major Thoroughfare Mill and Overlay

Of those present, the vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

EMPLOYEE RECOGNITION

The following employees were recognized for their service time with the City of Tupelo:

Piotr Rabenda	5 years	Police Department
Wes Kloac	5 years	Police Department
Tim Bell	25 years	Police Department
Chuck Williams	25 years	Public Works Department
Debbie Brangenberg	30 years	Executive/DTMSA

PUBLIC RECOGNITION

Councilman Willie Jennings reminded everyone to be safe as the COVID pandemic continues and to be sure to get the vaccine.

Councilman Buddy Palmer recognized the National Guard, Army Reserves and all the others who are helping with the COVID vaccine process.

MAYOR'S REMARKS

Mayor Shelton told everyone that Governor Reeves' relaxed the mandates concerning COVID-19, but he encouraged everyone to continue to wear a mask in public. He also said he has instructed all the City's departments to continue to require masks in all City facilities. He reminded everyone that the Municipal elections are coming up and the deadline to register for the Primary elections is March 8. He invited everyone to participate in 10 for Tupelo that will be March 20.

ROUTINE AGENDA

IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON FEBRUARY 5, 2021

Councilwoman Davis moved, seconded by Councilman Beard, to approve the minutes of the Special Called Council meeting of February 22, 2021. Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:30 p.m. by Council members: Travis Beard, Willie Jennings, and Buddy Palmer; and Accounts Payable Clerk Traci Dillard. Councilman Jennings moved, seconded by Councilman Palmer, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX A

IN THE MATTER OF RE-APPOINTMENT OF PAUL E. MIZE III TO THE TUPELO PUBLIC SCHOOL BOARD

Councilwoman Davis moved, seconded by Councilman Beard, to approve the re-appointment of Paul Mize III to the Tupelo Public School Board. His term will expire in 2024. Of those present, the vote was unanimous in favor. APPENDIX B

IN THE MATTER OF ACCEPTING DONATED VEHICLE FOR USE BY THE NMLETA

Councilman Palmer moved, seconded by Councilwoman Davis, to accept the donation of a 2012 Dodge Charger. VIN 2C3CDXAT4CH239963, from the Monroe County Sheriff Department, for use at the North Mississippi Law Enforcement Training Academy. Of those present, the vote was unanimous in favor. APPENDIX C

IN THE MATTER OF AWARDING LETTERS OF COMMENDATION/LIFE SAVING CERTIFICATE TO TUPELO POLICE OFFICER'S TREVOR STEVENS AND PIOTR RABENDA

Police Chief Bart Aguirre and Fire Chief Thomas Walker addressed the Council asking for approval to award letters of commendation and life saving certificates to Tupelo Police Officers Trevor Stevens and Piotr Rabenda. During the recent winter storm, Officers Stevens and Rabenda went over and beyond the call of duty to help save a person who had fallen through the ice at Veteran's Park Lake. Councilman Palmer moved, seconded by Councilman Beard to approve the letters and certificates. Of those present, the vote was unanimous. **APPENDIX D**

IN THE MATTER OF BID FOR FIRE STATION #2

Councilman Beard moved, seconded by Councilman Jennings, to award Bid # 2021-001FD for the construction of Fire Station #2 to the lowest and best bid of Hooker Construction in the amount of \$1,896,125 and to authorize the Mayor and City Clerk to execute any and all contract documents, subject to ratification by City Council. Of those present, the vote was unanimous in favor. **APPENDIX E**

IN THE MATTER OF BID FOR MAJOR THOROUGHFARE MILL AND OVERLAY

Councilman Palmer moved, seconded by Councilwoman Davis, to award Bid # 2021-004PW Tupelo Major Thoroughfare Mill and Overlay to the lowest and best bid of Murphree Paving in the amount of \$2,078,500 as the primary bid and an alternate bid to WG Construction in the amount of \$2,126,000. Of those present, the vote was unanimous in favor. **APPENDIX F**


ADJOURNMENT

There being no further business to come before the Council at this time, Councilman Jennings moved, seconded by Councilman Palmer, to adjourn the meeting at 6:26 p.m. Of those present, the vote was unanimous in favor. This the 2nd day of March, 2021.


 Mike Bryan, President
 City Council

ATTEST:


 Missy Shelton, Clerk of the Council


 Jason Shelton, Mayor
 3-16-2021
 Date

CHECK INFORMATION FOR COUNCIL MEETING
March 2, 2021

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	400121-400343 50000985-50000998

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

Paul E. Mize III

646 Highland Circle Tupelo, MS 38804 • (662) 321-1300 • paulmize@bankplus.net

Professional Experience

BankPlus Bank

**First Vice President, Commercial Lending
Tupelo, MS**

May 2015- Present

Responsible for administering a large commercial loan portfolio as well as managing general operating functions in my area of the bank. Accountable for loan growth, loan quality, and credit approval. Certified to sell life insurance.

BancorpSouth Bank

**Vice President and Commercial Loan Officer
Tupelo, MS**

July 2006-2015

Education

The University of Mississippi

Bachelor of Business Administration, Banking and Finance
Minor, Insurance and Risk Management
Dean's and Chancellor's Honor Roll

Oxford, MS 2002-2006

The University of Southern Mississippi

Study Abroad Program

Experiential education program with an emphasis on the global connection between the United States and other countries focusing on financial markets.

London, UK 2005

The Southeastern School of Commercial Lending

Graduate of the Southeastern School of Commercial Lending located at Vanderbilt University in Nashville, TN.

Nashville, TN 2013

The Barret Graduate School of Banking

Summa Cum Laude Graduate of The Barrett Graduate School of Banking located at Christian Brothers University in Memphis, TN.

Memphis, TN 2014-2016

Awards and Honors

Top 40 Under 40 of Mississippi

Selected by the Mississippi Business Journal as one of Mississippi's Top 40 Under 40 business professionals in 2012.

Northeast Mississippi Daily Journal Top 40 Under 40

Selected by the Northeast Mississippi Daily Journal as a Top 40 Under 40 finalist in 2018.

2016 Graduate of the Mississippi Economic Council's Leadership Mississippi Program

2012 Graduate of the Community Development Foundation's Jim Ingram Community Leadership Institute

Community Involvement

- Mississippi Methodist Senior Services**
Member of the Traceway Retirement Community Board of Directors

2018-Present
- United Way of North MS**
Past member of the Funds Distribution Committee
Helped allocate 2.2 million dollars in United Way funds to benefit over forty-five agencies in North Mississippi.

2010-2016
- Community Development Foundation**
Member of the Jim Ingram Community Leadership Institute Alumni Association
Served as CDF Ambassador for three years.
Team leader for CDF's REACH campaign

2008-Present
- First United Methodist Church Tupelo**
Serve on the church's finance committee
Served as Stewardship Chairman.

2010-Present
- Boy Scouts of America**
Member of the Yocona Area Council Advisory Board
Achieved the rank of Eagle Scout
Tenderfoot Classic Golf Tournament committee member
Team leader for the Distinguished Citizen's Dinner

2008-Present
- Downtown Tupelo Main Street Association**
Served as Treasurer, member of the board of directors, and chairman of fall event.
Responsible for raising funds and managing a budget of over two hundred fifty thousand dollars.

2009-2013
- Kiwanis Club of Tupelo**
Past member of the board of directors, chairman of annual fundraiser for three years. Organized annual pancake breakfast which raised five thousand dollars for children's charities in Tupelo, MS.

2006- Present
- Voluntary Income Tax Assistance Program**
Prepared income tax returns for low to moderate income individuals. Averaged one million dollars in returns each year for residents of Lee County.

2007- 2013
- Teach Children to Save Initiative/ Get Smart about Credit**
Spoke with over a thousand students at various schools in Lee County about the importance of saving and credit.

2006- Present
- Tupelo High School Mentoring Program**
Served as a mentor to a high school student

2008-2010



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE: February 23, 2021
SUBJECT: IN THE MATTER OF ACCEPTING A DONATED PATROL VEHICLE **BA**

Request:

Please accept this letter as a request from the Tupelo Police Department to accept a donated patrol vehicle (2012 Dodge Charger, VIN#2C3CDXAT4CH239963). This vehicle was donated to the Tupelo Police Department/North Mississippi Law Enforcement Training Academy from the Monroe County Sheriff Department. This vehicle will be used for training purposes at the academy. The vehicle is being donated with no expense to the City Of Tupelo.

MONROE COUNTY
SHERIFF'S DEPARTMENT



KEVIN CROOK, *Sheriff*
CURTIS KNIGHT, *Chief Deputy*

PHONE (662) 369-2468 • FAX (662) 369-2470
POST OFFICE BOX 683
ABERDEEN, MISSISSIPPI 39730

NMLETC
1 Finney Lane
Tupelo MS 38804

NMLETC & The City of Tupelo,

In appreciation for the outstanding training our deputies have received at NMLETC, and as a show of ongoing support for the future of NMLETC, The Monroe County Sheriff's Office would like to donate the below listed vehicle to be used for training purposes at the Academy.

(1) 2012 Dodge Charger, Vin Number 2C3CDXAT4CH239963

It is a blessing to have this academy in our area, and I have been impressed especially by the attitude and desire your staff, namely Director Bearden and Instructor Nelson, have shown to graduate LEO's that are mentally and physically prepared to not only survive a career in LE, but to excel in it.

A handwritten signature in black ink, appearing to read "Kevin Crook", written over a horizontal line.

Sheriff Kevin Crook

Monroe County Sheriff's Office

CERTIFICATE OF TITLE

Form 79-001-11-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
2C3CDXAT4CH239963	DODG	2012	CPO	4D	H724476-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GWW
08312016		08	X	PASS	000

ODOMETER - TENTHS NOT INCLUDED

053989

ACTUAL MILEAGE

OWNER

MONROE COUNTY SHERRIFFS DEPT
PO BOX 683
ABERDEEN MS 39730

1ST LIENHOLDER (OR OWNER IF NO LIEN)

MONROE COUNTY SHERRIFFS DEPT
PO BOX 683
ABERDEEN MS 39730

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS



THE 31 DAY OF AUGUST 20 16
16243021181 00118

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER
21399573

MISSISSIPPI DEPARTMENT OF REVENUE

Heidi Frierson

VOID IF ALTERED

SELLER

L. B. [Signature], Clerk

*CHANCERY CLERK
RONNIE BOOTER*

BUYER

DEALER OR AGENT

BUYER

DEALER OR AGENT

BUYER

DEALER OR AGENT

BUYER



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief

DATE: February 23, 2021

SUBJECT: IN THE MATTER OF AWARDING LETTERS OF COMMENDATION/LIFE SAVING CERTIFICATE TO TUPELO POLICE OFFICER'S TREVOR STEVENS AND PIOTR RABENDA. **BA**

Request:

Please accept this letter of request to accept a Letter of Commendation/Life Saving Certificate to Tupelo Police Officer's Trevor Stevens and Piotr Rabenda.



Tupelo Police Department

To: Ofc. Stevens

From: Lt. Brett Moyer

Date:02-16-2021

RE: Letter of Commendation

I would like to commend Ofc. Stevens for an excellent job on the afternoon of 02-16-2021. E911 received a call of a person submerged in the water after falling through the ice on the lake at Veterans Park. E911 further stated the subject had been in the water for approximately eight minutes. Upon arrival Rabenda and Stevens observed the subjects head above water while he held on to the ice. Several witnesses were attempting to throw a rope to the individual with no success. Ofc. Stevens without hesitation or regard for his safety, immediately grabbed the rope, laid down on the ice, and slowly low crawled across it. Ofc. Stevens was able to get the rope to the victim while Ofc. Rabenda and the witnesses slowly began pulling him to safety. Once back on safe ground Stevens assisted Rabenda with the rope

Ofc. Stevens gave commands to the victim to lay flat on the ice so not to break any more as he and Rabenda began to pull the victim to safety. Once the victim was back on land Stevens and Rabenda began getting him out of his wet clothes until Station 3 of the Fire Department arrived to render medical aid. The victim was wrapped in a blanket and placed in a fire truck to prevent hypothermia from setting in.

Due to Ofc. Stevens' quick thinking and disregard for his own safety the victim did not drown and a tragedy was averted. Ofc. Stevens' actions reflect greatly upon himself, Edward Shift, and the Tupelo Police Dept.

Lt. Brett Moyer
Edward Shift Commander
Tupelo Police Dept.

The Tupelo Police Department COMMENDATION

TO

Officer Trevor Stevens

*For Outstanding Work Performance
and going Above and Beyond the Call of Duty*

Given this 24th Day of February, 2021

Paul Lagimodiere

Chief

Deputy Chief


Deputy Chief

Tupelo Fire Department

This certificate awarded to



Officer Trevor Stevens
EMS Life Save


Thomas Walker, Chief

2-16-2021
Date



Tupelo Police Department

To: Ofc. Rabenda

From: Lt. Brett Moyer

Date:02-16-2021

RE: Letter of Commendation

I would like to commend Ofc. Rabenda for an excellent job on the afternoon of 02-16-2021. E911 received a call of a person submerged in the water after falling through the ice on the lake at Veterans Park. E911 further stated the subject had been in the water for approximately eight minutes. Upon arrival Rabenda and Stevens observed the subjects head above water while he held on to the ice. Several witnesses were attempting to throw a rope to the individual with no success. Ofc. Rabenda without hesitation or regard for his safety, assisted Ofc. Stevens in the recovery of the victim from the lake. While Ofc. Stevens low crawled out to get the rope to the victim, Ofc. Rabenda slowly began pulling him to safety.

Once the victim was back on land Stevens and Rabenda began getting him out of his wet clothes until Station 3 of the Fire Department arrived to render medical aid. The victim was wrapped in a blanket and placed in a fire truck to prevent hypothermia from setting in.

Due to Ofc. Rabenda's quick thinking and disregard for his own safety the victim did not drown and a tragedy was averted. Ofc. Rabenda's actions reflect greatly upon himself, Edward Shift, and the Tupelo Police Dept.

Lt. Brett Moyer
Edward Shift Commander
Tupelo Police Dept.

The Tupelo Police Department COMMENDATION

TO

Officer Piotr Rabenda

*For Outstanding Work Performance
and going Above and Beyond the Call of Duty*

Given this 24th Day of February, 2021

Paul Linn

Chief

Deputy Chief


Deputy Chief

Tupelo Fire Department

This certificate awarded to



Officer Piotr Rabinda
EMS Life Save


Thomas Walker, Chief

2-16-2021

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Thomas Walker
DATE: February 24, 2021
SUBJECT: IN THE MATTER OF BID FOR FIRE STATION #2 TW

Request:

Please review and approve the lowest and best bid received from Hooker Construction for the construction of Fire Station #2 in the amount of \$1,896,125.00.

February 24, 2021

Chief Thomas Walker
Fire Department
The City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

Re: Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Dear Chief Walker:

Bids on the above referenced project were received on Thursday, February 11, 2021, from five (5) contractors. These contractors are as follows:

- Burton Builders, Inc., of Belmont, Mississippi
- Castle Black, Inc. (DBA Castle Black Construction), of Memphis, Tennessee
- Flagstar Construction Company, Inc., of Brandon, Mississippi
- Hooker Construction, Inc., of Thaxton, Mississippi
- Worsham Brothers Construction, LLC, of Corinth, Mississippi

The five (5) bids were opened after 2:00 p.m. and read aloud. Enclosed for your records is a certified bid tabulation form.

Per the instructions of Ben Logan, attorney for The City of Tupelo, I was authorized to begin negotiations with the apparent low bidder, Hooker Construction, in an effort to arrive at a reduced Base Bid amount. I met with representatives of Hooker Construction at my office on Tuesday, February 23, 2021, to discuss possible value engineering credits.

Enclosed for your records is a letter dated February 23, 2021, from Graden Hooker, President of Hooker Construction, which outlines possible credits that would reduce the Base Bid amount. This enclosure includes my handwritten notes detailing those credits which I recommend, which totals \$33,875.00, thereby reducing the Base Bid from \$1,930,000.00 (Hooker Construction's Base Bid on bid day) to \$1,896,125.00. It is my recommendation that the contract for construction be awarded to Hooker Construction in the amount of \$1,896,125.00.



Columbus, MS

Roger A. Pryor, AIA : John C. Morrow, AIA : Corey D. Ravenhorst, PE : Michael W. Taylor, AIA
P.O. Box 167 : 5227 S. Frontage Rd. : Columbus, MS 39703 : P 662 327 6990 : F 662 327 8991

Tupelo, MS

Rud B. Robison, Jr., AIA : William V. Dexter, Jr., AIA
P.O. Box 7066 : 1150 S. Green St., Ste. 1F : Tupelo, MS 38802 : P 662 840 8062 : F 662 840 8092

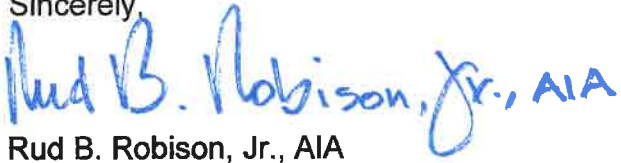
Brandon, MS

J. Guadalupe Arellano, AIA
118 Service Dr. Ste. B : Brandon, MS 39042 : P 601 829 6915 : F 601 829 6916

APPENDIX E

We appreciate the opportunity to work with you and The City of Tupelo. Please feel free to contact me if you have any questions.

Sincerely,



Rud B. Robison, Jr., AIA
Principal

RBR/krs

Enclosures

cc: Ms. Becky Bell, Business Manager, PryorMorrow PC

BID TABULATION FORM

Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Date: Thursday, February 11, 2021
Time: 2:00 p.m.
Location: Tax Office
 City Hall, 1st Floor
 71 East Troy Street
 Tupelo, Mississippi 38804

BIDDER CERTIFICATE OF RESPONSIBILITY NUMBER BID BOND	ADDENDA		BASE BID	ALTERNATES DEDUCTED FROM THE BASE BID		UNIT PRICE 1 (per cubic yard)	CHANGE ORDER %	
	1	2		1 (deductive)	2 (deductive)		+	-
	Burton Builders, Inc. # 05985-MC 5% Sure Tec Insurance Company	√		√	\$1,937,000.00		\$70,000.00	\$9,000.00
Castle Black, Inc. DBA Castle Black Construction # 21505-MC 5% United States Fire Insurance Company	√	√	\$1,997,000.00	\$70,000.00	\$8,000.00	\$26.50	15%	6%
Flagstar Construction Company, Inc. # 10817-MC 5% Arch Insurance Company	√	√	\$1,958,000.00	\$42,000.00	\$12,600.00	\$23.00	10%	10%
Hooker Construction, Inc. # 03552-MC 5% Western Surety Company	√	√	\$1,930,000.00	\$40,000.00	\$12,000.00	\$22.00	20%	12%
Southland Construction, Inc. # 5%			NO BID	NO BID	NO BID	NO BID		
Worsham Brothers Construction, LLC # 21549-MC 5% American Contractors Indemnity Company	√	√	\$2,197,000.00	\$71,700.00	\$40,400.00	\$22.00	15%	5%

PRYORMORROW PC
 Post Office Box 7066
 1150 South Green Street, Building 1, Suite F (38804)
 Tupelo, Mississippi 38802-7066

The above bids were opened on Thursday, February 11, 2021, and, to the best of our knowledge are correct as entered above.

Rud B. Robison Jr., AIA

Rud B. Robison, Jr., AIA
 Principal



P.O. Box 8 • 10719 Hwy. 336 West • Thaxton, Mississippi 38871
(662) 489-2567 • Fax (662) 489-2584 • hconstruction2567@gmail.com

February 23, 2021

RECEIVED
Feb 23 2021
PryorMorrow

Pryor & Morrow Architects
ATTN: Rud Robison
P. O. Box 7066
Tupelo, MS 38802

RE: Value Engineering for
Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Dear Rud:

By copy of this letter, we hereby submit the following list of possible credits on the above referenced project.

Rud Robison 2/23/21 Recommended

Lauderdale Mechanical Credit -	\$10,000	(reduction in price - see attached)
Sunbelt Specialties Credit - \$3,875	\$4,646	(material changes - see attached)
Hooker Construction, Inc. - Credits		
Fencing	\$10,000	(we will install ourselves)
Reduction in our price	\$10,000	(no changes in specified materials)

Total credits listed above ~~\$34,646~~ *\$ 33,875 Recommended*

If you have any questions or comments regarding the above list, please contact Tommy Williams.

Sincerely,

HOOKER CONSTRUCTION, INC.

Graden Hooker
Graden Hooker, President

*Hooker
Base Bid \$ 1,930,000
- 33,875 credits
\$ 1,896,125.00
Recommended award
to Hooker Construction, Inc.
Rud Robison 2/23/21*

Hooker Construction

From: Tina L Blanton [tblanton@selectconnect.net]
Sent: Tuesday, February 23, 2021 10:57 AM
To: 'Hooker Construction'; hookerconstruction@hughes.net
Subject: Tupelo Fire Station # 2
Attachments: image001.jpg



Tommy,

I am willing to decrease my original bid of \$245,000 by \$10,000 to help get the project within budget. I'm not making any changes to products or materials to reduce my price.

*Recommended
Rud Robison 2/23/21*

Thanks,
Tina

Tina L. Blanton
Lauderdale Mechanical Group, Inc.
P.O. Box 3404
Tupelo, MS 38803
ph. 662-841-7718
fax 662-841-7780
tblanton@selectconnect.net



Lauderdale Mechanical Group



DRYWALL PLASTER FLOORS CEILINGS

FEBRUARY 22, 2021

RE: FIRE STATION #2
TUPELO, MS
REBID VALUE ENGINEERING

ATT: TOMMY WILLIAMS
HOOKER CONSTRUCTION

WE PROPOSE TO FURNISH LABOR AND MATERIALS FOR THE FOLLOWING:

- 1. CHANGE FROM SPECIFIED CEILING TILE TO STANDARD LAY IN FINE FISSURED TILE.
DEDUCT \$729.00
- 2. OMIT CERAMIC MUD BED IN ALL BUT SHOWERS.
DEDUCT \$771.00
- 3. CHANGE FROM SPECIFIED CERAMIC WALL TILE TO SEMI GLOSS AND MAT 3" X 6" GROUP 1.
DEDUCT \$1337.00
- 4. CHANGE FROM EPOXY GROUT TO STANDARD GROUT.
DEDUCT \$1809.00

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL.

SINCERELY,
Hal Morgan
HAL MORGAN
ESTIMATOR

*I do not recommend
Item #2. Rud Robinson
2/23/21*

*Total ~~\$4,646.00~~ in Credits
\$3,875.00
Rud Robinson
Recommended*

Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502
BID OPENING
Thursday, February 11, 2021

	Name	Company	Phone # (please include area code)	E-mail Address
1	Rud B. Robison, Jr.	PryorMorrow	662-840-8062	rrobison@pryor-morrow.com
2	Thomas Walker	Tupelo Fire Dept	662-841-6482	thomas.walker@tupelo.ms.gov
3	Traci Dillard	COT	662-841-6456	traci.dillard@tupelo.ms.gov
4	Jimmy Avery	Tupelo Fire Dept.	662-841-6439	jimmy.avery@tupelo.ms.gov
5	MARISA BURTON CASS	BURTON BUILDERS, INC.	(662) 454-9759	BURTON8@OUTLOOK.COM
6	WILLIAM DEXTER	Pryor Morrow	662 840 8062	wdexter@pryor-morrow.com
7	Stephen Reed	COT		
8	Ben Legan	COT	662 710 4744	ben.legan@tupelo.ms.gov
9	DM LEWIS	COT	662-871-5119	DM.LEWIS@TUPELOMS.GOV
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				



Columbus, MS
 Roger A. Pryor, AIA : John C. Morrow, AIA : Corey D. Ravenhorst, PE : Michael W. Taylor, AIA
 P.O. Box 167 : 5227 S. Frontage Rd. : Columbus, MS 39703 : P 662 327 8990 : F 662 327 8991

Tupelo, MS
 Rud B. Robison, Jr., AIA : William V. Dexter, Jr., AIA
 P.O. Box 7066 : 1150 S. Green St., Ste. 1F : Tupelo, MS 38802 : P 662 840 8062 : F 662 840 8092

Brandon, MS
 J. Guadalupe Arellano, AIA
 118 Service Dr., Ste. 9 : Brandon, MS 39042 : P 601 829 6915 : F 601 829 6916

APPENDIX E

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Burton Builders, Inc., P.O. Box 638, Belmont, MS 38827**

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **The City of Tupelo, 71 East Troy St., Tupelo, MS 38804**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of amount bid**

Dollars(\$ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fire Station #2 New Construction.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **11th** day of **February**, **2021.**

Julia McKinney
(Witness)

Burton Builders, Inc.
[Signature] (Principal) (Seal)
President
(Title)

Jan Melton
(Witness)

SureTec Insurance Company
[Signature] (Surety) (Seal)
James S. Brown, Attorney-in-Fact
(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

COUNTERSIGNED
By: Louis G. Morgan III
Louis G. Morgan III MS Resident Agent

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August A.D. 2020 .

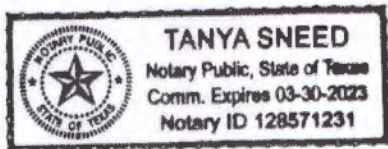


SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 27th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of February, 2021, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Burton Builders, Inc.**, P.O. Box 638, Belmont, MS 38827

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **The City of Tupelo, 71 East Troy St., Tupelo, MS 38804**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of amount bid**

Dollars(\$ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fire Station #2 New Construction**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **11th** day of **February**, **2021**.

Julie McKinney
(Witness)

Burton Builders, Inc
[Signature] (Principal) (Seal)
President
(Title)

Jan Melton
(Witness)

SureTec Insurance Company
[Signature] (Surety) (Seal)
James S. Brown, Attorney-in-Fact
(Title)

COUNTERSIGNED
By: [Signature]
Louis G. Morgan III MS Resident Agent

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August A.D. 2020.

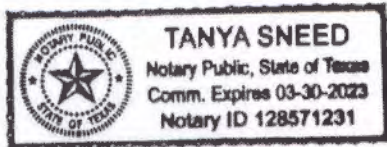


SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 27th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of February, 2021, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**SECTION 00400
PROPOSAL FORM**

Thursday, February 11, 2021

Certificate of Responsibility Number: 05985-MC

Proposal of: Burton Builders, Inc.

Project: Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Owner: The City of Tupelo
Jason L. Shelton, Mayor
P.O. Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. <u>1</u> Date <u>1/25/2021</u> Pages: <u>5</u>	Addendum No. <u> </u> Date <u> </u> Pages: <u> </u>
Addendum No. <u>2</u> Date <u>2/08/2021</u> Pages: <u>10</u>	Addendum No. <u> </u> Date <u> </u> Pages: <u> </u>
Addendum No. <u> </u> Date <u> </u> Pages: <u> </u>	Addendum No. <u> </u> Date <u> </u> Pages: <u> </u>

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:
one million nine hundred thirty seven thousand dollars DOLLARS (\$ 1,937,000.⁰⁰).

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT Twenty thousand dollars DOLLARS (\$ 20,000.⁰⁰).

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT nine thousand dollars DOLLARS (\$ 9,000.⁰⁰).

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.

\$ 20.00 per cubic yard

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 20 % for changes that add to, or increase, the scope of work and 10 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed:



Print Name: Tim Burton Mississippi

Title: President

Address: P.O. Box 638, Belmont, MS 38827

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION

**SECTION 00400
PROPOSAL FORM**

Thursday, February 11, 2021

Certificate of Responsibility Number: 05985-MC

Proposal of: Burton Builders, Inc.

Project: Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Owner: The City of Tupelo
Jason L. Shelton, Mayor
P.O. Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 1/25/2021 Pages: 5 Addendum No. Date Pages:

Addendum No. 2 Date 2/08/2021 Pages: 10 Addendum No. Date Pages:

Addendum No. Date Pages: Addendum No. Date Pages:

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:
one million nine hundred thirty-seven thousand dollars DOLLARS (\$ 1,937,000.00).

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT seventy thousand dollars DOLLARS (\$ 70,000.00).

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT nine thousand dollars DOLLARS (\$ 9,000.00).

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.

\$ 20.00 per cubic yard

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 20 % for changes that add to, or increase, the scope of work and 10 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed:



Print Name:

Tim Burton Mississippi

Title:

President

Address:

P.O. Box 638, Belmont, MS 38827

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION

Hooker Construction, Inc.
P.O. Box 8
Thaxton, MS 38871
662-489-2567

City of Tupelo
City Hall, 1st Floor
ATTN: Traci Dillard
71 East Troy St.
Tupelo, MS 38804

Bid Enclosed For:
Re-bid

The City of Tupelo, Fire Station #2

Bid # 2021-001FD

Bid Date: February 11, 2021 @ 2:00 pm
Certificate of Responsibility# 03552-MC

**SECTION 00400
PROPOSAL FORM**

Thursday, February 11, 2021

Certificate of Responsibility Number: 03552-MC

Proposal of: Hooker Construction, Inc.

Project: Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Owner: The City of Tupelo
Jason L. Shelton, Mayor
P.O. Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 1/25/21 Pages: 5 Addendum No. 2 Date 2/8/21 Pages: 10

Addendum No. Date Pages: Addendum No. Date Pages:

Addendum No. Date Pages: Addendum No. Date Pages:

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:

One million nine hundred thirty thousand DOLLARS (\$ 1,930,000)

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT Forty thousand DOLLARS (\$ 40,000)

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT Twelve thousand DOLLARS (\$ 12,000)

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.

\$ 22.00 per cubic yard

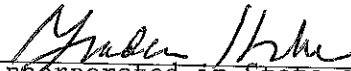
SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 20 % for changes that add to, or increase, the scope of work and 12 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed:


Incorporated in State of MS

Print Name:

Graden Hooker

Title:

President

Address:

P.O. Box 8, Thaxton, MS 38871

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 Hooker Construction, Inc.
 PO Box 8
 Thaxton, MS 38871

SURETY:

(Name, legal status and principal place of business)
 Western Surety Company
 151 N. Franklin Street
 Chicago, IL 60606

OWNER:

(Name, legal status and address)
 City of Tupelo, City Hall
 71 East Troy Street
 Tupelo, MS 38804

BOND AMOUNT: Five percent of amount bid (5%)

PROJECT: Re-Bid City of Tupelo, Fire Station #2, Tupelo, MS - Bid Number 2021-001FD
 (Name, location or address, and Project number, if any)

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

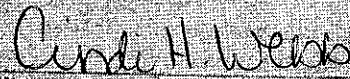
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 11th day of February, 2021


 (Witness)

Hooker Construction, Inc
 (Principal)  (Seal)


 (Witness)

(Title) Braden Hosko, President
 Western Surety Company
 (Surety)  (Seal)

(Title) Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

init. AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 021110

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Harris, Keith W Brown, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of April, 2016.



WESTERN SURETY COMPANY

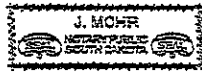
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of April, 2016, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of February, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

**SECTION 00400
PROPOSAL FORM**

Thursday, February 11, 2021

Certificate of Responsibility Number: 10817-MC

Proposal of: Flagstar Construction Company, Inc.

Project:	Re-Bid The City of Tupelo Fire Station #2 Tupelo, Mississippi Bid Number 2021-001FD PryorMorrow Project Number 2020502	Owner:	The City of Tupelo Jason L. Shelton, Mayor P.O. Box 1485 71 East Troy Street (38804) Tupelo, Mississippi 38802-1485
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The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 01 Date 01/25/2021 Pages: 5 Addendum No. Date Pages:

Addendum No. 02 Date 02/08/2021 Pages: 10 Addendum No. Date Pages:

Addendum No. Date Pages: Addendum No. Date Pages:

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:



BASE BID:

One Million, Nine Hundred Fifty Eight Thousand DOLLARS (\$ 1,958,000.00)

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT - Forty Two Thousand DOLLARS (\$ \$ -42,000.00)

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT -Twelve Thousand, Six Hundred DOLLARS (\$ \$ -12,600.00)

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.

\$ 23.00 per cubic yard

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 10 % for changes that add to, or increase, the scope of work and 10 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed:



Print Name:

Michael R. Parker

Title:

Sr. Project Manager

Address:

2006 Aspen Cove, Brandon, MS 39042

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION



**SECTION 00400
PROPOSAL FORM**

Thursday, February 11, 2021

Certificate of Responsibility Number: 21505-MC

Proposal of: Castle Black Inc

Project: Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Owner: The City of Tupelo
Jason L. Shelton, Mayor
P.O. Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 01/25/21 Pages: 5 Addendum No. Date Pages:

Addendum No. 2 Date 02/08/21 Pages: 10 Addendum No. Date Pages:

Addendum No. Date Pages: Addendum No. Date Pages:

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:

One Million, Nine Hundred, Ninety Seven Thousand.....00/00 DOLLARS (\$ 1,997,000.00)

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT Seventy Thousand00/00 DOLLARS (\$ 70,000.00)

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT Eight Thousand.....00/00 DOLLARS (\$ 8,000.00)

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.

\$ 26.50 per cubic yard

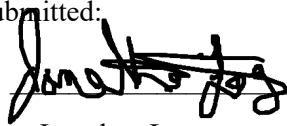
SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor’s cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 15 % for changes that add to, or increase, the scope of work and 6 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed:



Print Name:

Jonathan Logan

Title:

President

Address:

231 S. Parkway W. Memphis TN 38109

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder’s Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION

Tidwell Electric - Electrical - 07611-MC

Kline Mechanical - Plumbing & HVAC - 06688-MC

**Worsham Brothers Construction, LLC
12 Cantrell Road
Corinth, MS 38834**

COR #: 21549-MC – Expires February 3, 2022

BID FOR: Re-Bid The City of Tupelo Fire Station #2

**SECTION 00400
PROPOSAL FORM**

Thursday, February 11, 2021

Certificate of Responsibility Number: 21549-MC

Proposal of: WORSHAM BROTHERS CONSTRUCTION, LLC

Project:	Re-Bid The City of Tupelo Fire Station #2 Tupelo, Mississippi Bid Number 2021-001FD PryorMorrow Project Number 2020502	Owner:	The City of Tupelo Jason L. Shelton, Mayor P.O. Box 1485 71 East Troy Street (38804) Tupelo, Mississippi 38802-1485
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The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. <u>1</u> Date <u>1-25-21</u> Pages: <u>1-5</u>	Addendum No. ___ Date _____ Pages: _____
Addendum No. <u>2</u> Date <u>2-8-21</u> Pages: <u>1-10</u>	Addendum No. ___ Date _____ Pages: _____
Addendum No. ___ Date _____ Pages: _____	Addendum No. ___ Date _____ Pages: _____

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:
TWO MILLION ONE HUNDRED NINETY SEVEN THOUSAND DOLLARS (\$ 2,197,000⁰⁰)

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT SEVENTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$ 71,700⁰⁰)

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT FORTY THOUSAND FOUR HUNDRED DOLLARS (\$ 40,400⁰⁰)

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.


\$ 22⁰⁰ per cubic yard

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 15 % for changes that add to, or increase, the scope of work and 5 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed: 
Print Name: Mickey Hill
Title: MANAGING MEMBER
Address: 12 CANTRELL ROAD, CORINTH, MS 38835

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Worsham Brothers Construction, LLC**
 as Principal, hereinafter called the Principal, and **American Contractors Indemnity Company**
 a corporation duly organized under the laws of the State of California
 as Surety, hereinafter called the Surety, are held and firmly bound unto **The City of Tupelo,**
Jason L. Shelton, Mayor, 71 East Troy Street, Tupelo, MS 38804
 as Obligee, hereinafter called the Obligee, in the sum of **Five Percent amount of bid**

Dollars(\$5%),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
 these presents.

WHEREAS, the Principal has submitted a bid for **The City of Tupelo Fire Station #2 Re-Bid**
Tupelo, Mississippi, Bid Number 2021-001FD, Project No. 2020502

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
 with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
 bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
 the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
 Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
 not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
 Obligee 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.

Signed and sealed this **11th** day of **February** **2021.**

Eddy Ruhman
 (Witness)

Janice McCoy
 (Witness)

Worsham Brothers Construction, LLC

{ _____ (Principal) (Seal)
MICKEY HILL (Title) MANAGING MEMBER

American Contractors Indemnity Company

{ _____ (Surety) (Seal)
Cooper W. Permenter (Title)

Cooper W. Permenter, Attorney-in-fact

MS Resident Agent



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark E. Harris, Joseph Madden III, Richard L Powell, Ric Stallings, Tona Jo Hunter,
W.W. Jones II, Keith W. Brown or Cooper W. Permenter of Memphis, Tennessee

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (***\$10,000,000.00***) . This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of February, 2021.

Corporate Seals Bid Bond
Bond No. _____
Agency No. 17037



[Signature]
Kio Lo, Assistant Secretary



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Public Works Director
DATE: March 01, 2021
SUBJECT: IN THE MATTER OF BID APPROVAL MTP MILL AND OVERLAY TERM
BID 2021-004PW - CW

Request:

Request for Bid Approval for the MTP Mill and Overlay Term Bid 2021-004PW

Three bidders responded. We propose the project be awarded to the lowest bidder Gregory Companies, LLC DBA Murphree Paving.



February 26, 2021

Mr. Chuck Williams
Director, Public Works Dept.
604 Crossover Road
Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
TUPELO MAJOR THOROUGHFARES MILL & OVERLAY PROGRAM - 2021 ANNUAL BID
BID NO. 2021-004 PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Friday, February 26, 2021 at 10:00 AM local time.

This bid is for the Tupelo Major Thoroughfares 2021 annual term and quantities were estimated based on the projected roadway milling and overlay improvements that were established by Public Works using the Street Saver database. Quantities are expected to vary for term bid contracts based on the final improvements that are completed under this contract and, thus, the final contract amount will likely vary from the bid price.

As represented on the attached tabulation of bids, three bids were received for this project from APAC-Mississippi, Murphree Paving and WG Construction. The bids ranged from \$2,078,000.00 - \$2,349,000.00. The low bid was from Gregory Companies, LLC DBA Murphree Paving. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents. In addition, WG Construction also fulfilled the requirements of the project bid criteria and provided the second lowest bid in the amount of \$2,126,000.00 total.

Thus, it is our recommendation that the City award this annual term contract in the amount of \$2,078,000.00 to Murphree Paving for the referenced project. In addition, due to the nature of the term bid work over an extended duration of time, it would also be advised to award an alternate contract to WG Construction in case the need arises for work that can not be provided/fulfilled by the prime contractor for this term bid project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

C: Mr. Don Lewis, COO, City of Tupelo
Ms. Kim Hanna, CFO, City of Tupelo
Mr. Ben Logan, City Attorney, City of Tupelo

@dabbscorp

OFFICE 662.840.4162

MOBILE 601.927.4012

1005 N. Eason Boulevard

Tupelo, MS 38804

BID TABULATION
CITY OF TUPELO, MISSISSIPPI
TUPELO MAJOR THOROUGHFARES MILL & OVERLAY PROGRAM
2021 ANNUAL TERM BID - BID No. 2021-004PW
BID DATE: 02/26/2021

BASE BID ITEM NO.	DESCRIPTION	MURPHREE PAVING		WG CONSTRUCTION		APAC-MISSISSIPPI			
		UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	COLD MILLING, ALL DEPTHS	SY	130,000	\$3.65	\$ 474,500.00	\$3.50	\$ 455,000.00	\$4.75	\$ 617,500.00
2	ASPHALT SURFACE COURSE, 9.5mm MIX	TON	14,000	\$108.50	\$1,519,000.00	\$112.00	\$1,568,000.00	\$118.00	\$1,652,000.00
3	4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE	LF	35,000	\$0.50	\$ 17,500.00	\$0.60	\$ 21,000.00	\$0.40	\$ 14,000.00
4	4" TEMPORARY TRAFFIC STRIPE, CONT. YELLOW	LF	25,000	\$0.50	\$ 12,500.00	\$0.60	\$ 15,000.00	\$0.40	\$ 10,000.00
5	4" TEMPORARY TRAFFIC STRIPE, SKIP WHITE	LF	20,000	\$0.50	\$ 10,000.00	\$0.60	\$ 12,000.00	\$0.40	\$ 8,000.00
6	GRANULAR SHOULDER MATERIAL, IN PLACE	CY	500	\$90.00	\$ 45,000.00	\$110.00	\$ 55,000.00	\$95.00	\$ 47,500.00
GRAND TOTAL							\$ 2,078,500.00		\$ 2,126,000.00
									\$ 2,349,000.00

Prepared By:  Dabbs Corporation

PRIMARY PROJECT LIST
Tupelo Major Thoroughfares Mill & Overlay Program
2021 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	F.W. Mill	Sidestreet Millback	NOTES
PRIMARY STREET LIST						
1	W. Main St.	Green St.	Gloster St.	X	X	Full width M/O; M/O 50' max. on adjacent street at Church St., Madison St. & Robins St.
2	N. Green St.	W. Main St.	N. Gloster St.	X	X	Full width M/O; M/O 50' max. on adjacent street at Franklin St.
3	Eason Blvd	S. Green St.	Hwy 45 ROW	X	X	Full width M/O; M/O 50' max. on adjacent street at S. Green St. & Kings Creek Dr.
4	Coley Rd.	W. Main St.	Chesterville Rd.	X	X	Full width M/O; M/O 100' max. on adjacent street at Chesterville Rd.

* Projects shall be completed based on the order defined on the Project List, unless otherwise approved in writing by Engineer or Owner

** Based on funding, schedule, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.

Contract Documents

Bid No. 2021-004PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM
2021 Annual Bid

Prepared:

January 2021

Prepared for:

Department of Public Works
City of Tupelo, Mississippi

Prepared by:

 **Dabbs Corporation**

1050 N. Eason Blvd.
Tupelo, MS 38804

**CONTRACT DOCUMENTS &
TECHNICAL SPECIFICATIONS
FOR
Bid No. 2021-004PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM – 2021 ANNUAL BID**

TABLE OF CONTENTS

SECTION A.	ADVERTISEMENT FOR BIDS
SECTION B.	INFORMATION FOR BIDDERS
SECTION C.	GENERAL CONDITIONS OF WORK
SECTION D.	BID FORM AND BIDDERS CERTIFICATES
SECTION E.	BIDDERS AGREEMENT
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SECTION G.	PERFORMANCE & PAYMENT BOND
SECTION H.	TECHNICAL SPECIFICATIONS

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 Friday, February 19, 2021** 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 "*MAJOR THOROUGHFARES MILL & OVERLAY PROGRAM – 2021 ANNUAL BID*", **Bid No. 2021-004PW**, 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 roadway related projects to include cold milling, asphalt pavement overlay, temporary striping and related improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of roadway and related improvements to consist of the milling of existing asphalt roadways and the overlay of existing major thoroughfares / roadways as defined by the Owner as specified in the Contract Documents. 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 General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **120** consecutive calendar days. A Pre-Bid Conference will be held at 10:00 AM local time on Wednesday, February 3, 2021 at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi.

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.

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**

Publish Dates: 01/21/2021 and 01/28/2021 in the NE MS Daily Journal

SECTION B – INFORMATION FOR BIDDERS

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.
2. **Bid Proposal:**
 - 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. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
 - D. Submit bids (**in duplicate**) in an opaque sealed envelope marked as follows:
 1. Bid for **BID NO. 2021-004PW: Tupelo Major Thoroughfares Mill & Overlay Program – 2021 Annual Bid**
 2. Submitted to City of Tupelo
Attn: Traci Dillard
Purchasing Office, City Hall, 1st Floor
71 E. Troy Street
Tupelo, MS 38804
 - E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.
3. **Method:**
 - A. The price proposal will consist of a total price amount in accordance with the sub-totals bid per various items and schedules of the project Proposal Form.
 - B. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.**
4. **General Information:**
 - A. The bidder'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.

Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.

- B. **Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
 - C. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
5. **Certificate of Responsibility Number:** If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. If the bid is submitted electronically through Central Bidding, the certificate of responsibility shall be included with the bid documents.
6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
7. **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.
8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. **Workmen's Compensation and Employer's Liability Insurance:** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
 - B. **Contractor's Comprehensive Public Liability and Property Damage Insurance,** covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and

property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

- C. Contractor's Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
 - D. Automotive Public Liability and Property Damage: The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of the Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
 - E. Owner's Protective Liability Policy: The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:

Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.
9. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals. Upon the Award of Contract, the Contractor shall be directed to obtain the necessary bonds and submit the signed contracts, bonds, proof of insurance and other related documents to the City within **ten (10) days** of the Notice of Award.
10. **Primary Project List:** The City of Tupelo Public Works Department has published a Primary Street List to define the roadways that are to be milled and overlaid as part of this Project. The Primary Street List is included in the Contract Documents as part of Section C – Scope of Work (Sheet No C-6). The Public Works Department, upon issuance of the Notice to Proceed to the Contractor, may prioritize the order of work in which streets should be completed by the Contractor.
11. **Owner's Representative:** The Engineer shall serve as the Owner's primary representative during the Project and shall coordinate with and manage the Contractor following the Notice of Award until final inspection and closeout of the Project is completed. The Contractor shall issue all necessary submittals, questions, etc. to the Engineer and the Engineer shall be

responsible for issuing directives, approvals, etc. to the Contractor during the construction phase of the project. The Tupelo Public Works Department shall also have other representatives that participate in the management, inspection, etc. of the Project, but the Engineer will be the primary contact for the Contractor for the duration of the Project.

12. **Pre-Construction Conference:** The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc.
13. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" with an effective date no later than May 1, 2021. The Contractor may request that the Notice to Proceed be issued prior to this date and, if agreed to by the Public Works Director, the Notice to Proceed may be issued in accordance with the agreed upon date.
14. **Liquidated Damages Based on Performance:** The City of Tupelo Public Works Department shall issue a Primary Street List to the Contractor for specific milling and overlay improvements to be completed in compliance with the General Conditions of Work. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the Primary Work Period. The bidder agrees to pay Liquidated Damages in the amount of \$200.00 per day should the roadways defined on the Final Street List not be completed by the end of the Primary Work Period.

In addition, should the Contractor leave an individual project site prior to completion of the work as defined by the Owner, the bidder agrees to pay Liquidated Damages in the amount of \$200 per each day that work is not completed on the project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, Liquidated Damages in the amount of \$200.00 per day shall be applied for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary and/or Secondary Street List.

15. **Secondary Project List:** Based on need and project funding, the City of Tupelo Public Works Department May issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 31, 2021.

END OF SECTION

B-4

CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS

GENERAL CONDITIONS OF WORK

DATE: January 1 - December 31, 2021

SUBJECT: General Conditions of Work

PROJECT: Major Thoroughfares Mill & Overlay Program – 2021 Annual Bid

The Contract Documents do not include an official set of construction plans as the proposed improvements shall be provided by the Contractor as directed by the Owner at various locations within the City of Tupelo. Any references to plans in the Contract Documents or Technical Specifications shall be disregarded.

Generally, this contract is to provide construction work to complete roadway milling and asphalt overlay improvements on existing local streets within the City of Tupelo as directed by the Tupelo Public Works Department. This work shall include cold milling, asphalt paving, temporary striping and shoulder work as necessary to provide a finished project in compliance with the technical specifications and the directives provided by the Owner for each individual work order.

All proposed improvements shall be located within the City of Tupelo street rights-of-way (ROW). Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the roadway improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this Contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer's material recommendations:

BASE BID ITEMS

1. **COLD MILLING:** The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to the completed the work as defined on the attached Primary Project List. Milling shall include up to 130,000 SY total during the contract period and shall be completed in coordination with overlay improvements that are also included as part of this Contract. The Average depth for milling shall be two (2) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. The first 250 +/- tons of mill material shall be provided to the City of Tupelo for future utilization. This material shall be hauled by the Contractor and stockpiled to the

existing City materials yard on Commerce Street or as directed by the Owner. All other excess materials shall be removed and disposed of by the Contractor. No separate pay will be provided for hauling, stockpiling or disposing of milled material. If required, saw cutting shall be an absorbed item.

2. ASPHALT SURFACE COURSE, 9.5 MM MIX: The Contractor shall provide the materials, labor and equipment to pave existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT specifications. The surface course material provided by the Contractor and placed in the field may be 9.5 mm mix, SC-1 mix design or a similar equivalent mix design approved in writing by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5" and the maximum thickness shall be 2.5". The proposed thickness for all asphalt overlays for this Project shall be 2.0 inches minimum, unless otherwise approved by the Engineer. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.
3. 4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary white stripe installed, regardless of the pattern utilized.
4. 4" TEMPORARY TRAFFIC STRIPE, CONT. YELLOW: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary white stripe installed, regardless of the pattern utilized.
5. GRANULAR MATERIAL FOR SHOULDER WORK: If required in order to meet the specification requirements along roadways with existing granular material shoulders (no curb & gutter), the Contractor shall install a clay/gravel mix, or soil/gravel mix with similar gradation and material type along existing roadway shoulders at the new edge of pavement following the asphalt overlay. The material, gradation, etc. shall be approved by the Owner prior to delivery to the site and placement in the field. Such work shall only be completed as necessary to promote safety for finished improved streets and shall not be required along most of the proposed roadways included on the Primary Project List at the end of this Section. The Contractor shall be paid per cubic yard of material provided and placed in the field per the respective specifications. No other payment shall be made for providing or placing granular shoulder material.

The Contractor shall erect and maintain construction signing and barricades along existing

City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and/or Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall install Temporary Striping as directed by the Owner. Some streets may not require temporary striping following asphalt overlay improvements if directed by the Engineer. Temporary striping shall be installed on all streets listed as major thoroughfares and on all streets with 3 traffic lanes or more. If required, temporary striping shall be installed by the Contractor within 2 days of the completion of asphalt overlay work for each individual street.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system if any excavation is required as part of the project preparation. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for providing such approved permits.

The Public Works Department will provide a final Primary Street List to the Contractor that will define the roadways that are to be milled and overlaid during the Primary Period of Work. The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc. Following the Pre-Construction Conference, the Contractor will be afforded the opportunity to coordinate with the Public Works Department representative to inspect each street prior to the issuance of the Notice to Proceed. The City of Tupelo will issue the Notice to Proceed with an effective date no later than April 1, 2021, unless otherwise requested and approved by the Owner.

The milling and overlay work for the roadways included on the Primary Street List shall be completed in entirety during the 120 calendar days as defined in the Contract Documents. If the Contractor completes the milling and overlay work for the streets defined on the Primary Street List and still has time remaining in the contract, the Owner may supplement the Project List with additional streets to be improved as part of this Project. Priority of the order of streets to be milled

and/or overlaid shall be in the order as listed on the Primary Project List. Priority of any supplemental street improvements shall be as defined by the Owner.

The Primary Street List included at the end of this Section indicates the specific milling and overlay improvements to be completed as part of this project. The Contractor shall be given reasonable time to coordinate and begin the work prior to the issuance of the Notice to Proceed. Once construction activities are commenced by the Contractor, the work shall be completed in full without interruptions other than what is typically required for mobilization, milling, paving, etc. The Contractor shall be charged Liquidated Damages in the amount of \$200.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract Time.

Based on need and project funding, the Tupelo Public Works Department may issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. Work on the Secondary Street List will not commence until after the Primary Work Period is complete or until the Primary Street List has been completed by the Contractor. The Public Works Department will coordinate with the Contractor to define the roadways to be milled and/or overlaid as part of the Secondary Project List. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 1, 2020. The Public Works Department may prioritize the order of work for streets included on the Secondary Project List.

In addition, should the Contractor leave an individual project site prior to completion of the work as defined by the Owner, the Contractor shall be charged Liquidated Damages in the amount of \$200 per calendar day that work is not completed on the project site until such time as the work is resumed, unless such absence is coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. mobilization, milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities or other routine operational requirements for milling/paving projects. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 2 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, Liquidated Damages in the amount of \$200.00 per day shall be applied for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary Street List or any street that may be added to the Contract by the Owner.

PRIMARY PROJECT LIST
Tupelo Major Thoroughfares Mill & Overlay Program
2021 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	F.W. Mill	Sidestreet Millback	NOTES
PRIMARY STREET LIST						
1	W. Main St.	Green St.	Gloster St.	X	X	Full width M/O; M/O 50' max. on adjacent street at Church St., Madison St. & Robins St.
2	N. Green St.	W. Main St.	N. Gloster St.	X	X	Full width M/O; M/O 50' max. on adjacent street at Franklin St.
3	Eason Blvd.	S. Green St.	Hwy 45 ROW	X	X	Full width M/O; M/O 50' max. on adjacent street at S. Green St. & Kings Creek Dr.
4	Coley Rd.	W. Main St.	Chesterville Rd.	X	X	Full width M/O; M/O 100' max. on adjacent street at Chesterville Rd.

** Projects shall be completed based on the order defined on the Project List, unless otherwise approved in writing by Engineer or Owner*
*** Based on funding, schedule, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.*

END OF SECTION
C-6

PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as a _____, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Major Thoroughfares Mill & Overlay Program – 2021 Annual Bid** project 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 in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
<hr/>	
<hr/>	

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 Technical 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 that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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.

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

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 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.

(SEE FOLLOWING SHEET FOR BID ITEMS)

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2021-004PW
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM - 2020 ANNUAL BID
JANUARY, 2021

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling (Greater Than 500 SY Areas). All Depths	SY	130,000		
2	Asphalt Surface Course, 9.5 mm Mix	TON	14,000		
3	4" Temporary Traffic Stripe, Cont. White	LF	35,000		
4	4" Temporary Traffic Stripe, Cont. Yellow	LF	25,000		
5	4" Temporary Traffic Stripe, Skip White	LF	20,000		
5	Granular Shoulder Material, In Place	CY	500		
BASE BID TOTAL					

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT C

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: _____
(PLEASE PRINT)

SIGNATURE: _____

NAME AND TITLE: _____
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: _____

PHONE NUMBER: _____

CORPORATE CERTIFICATE
(To Be Executed If Bidder Is A Corporation)

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that _____ who signed said Proposal on behalf of the Contractor, was then _____ 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: _____

Title: _____

Signature: _____

Date: _____

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____)
) ss:
 COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; that said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: _____

Signature: _____

Notary Public in and for the

County of _____
 State of _____

(Notarial Seal)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(Notarial Seal)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **Tupelo Major Thoroughfares Milling & Overlay Program – 2021 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2021.

My commission expires _____ Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF _____

I, _____
(name of person signing affidavit)
individually, and in my capacity as _____
(title)
of _____
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **Tupelo Major Thoroughfares Milling & Overlay Program – 2021 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)
Sworn before me this ___ day of _____, 2021.

My commission expires _____ Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

**END OF SECTION
D-9**

SECTION E – BIDDER’S AGREEMENT

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "Contractor",
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the ____ day of _____, 2021, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Major Thoroughfares Mill & Overlay Program – 2021 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

CONTRACTOR NAME

CONTRACTOR SIGNATURE

CONTRACTOR TITLE

WITNESSED BY:

**END OF SECTION
E-1**

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and _____, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **TUPELO MAJOR THOROUGHFARES MILL & OVERLAY PROGRAM – 2021 ANNUAL BID** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 90 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
 - (a) This Agreement
 - (b) Advertisement for Bids
 - (c) Instruction to Bidders
 - (d) General Conditions of Work
 - (e) Signed Copy of Proposal Form and Bidder's Certificate
 - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
 - (h) Executed Performance & Payment Bond
 - (i) Technical Specifications
 - (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **JANUARY, 2021.**
 - (k) ADDENDA:
No. ___ Dated _____ and No. ___ Dated _____.
 - (l) All federal government conditions, specifications, regulations and requirements bound herein.
6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR s shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of such failure.

- C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: _____

NAME: _____

TITLE: Mayor

ATTEST:

BY: _____

NAME: _____

(SEAL)

TITLE: City Clerk

Contractor

BY: _____

NAME: _____

Title _____

ATTEST:

BY: _____

NAME: _____

(SEAL)

TITLE: _____

END OF SECTION
F-4

SECTION G
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

_____ Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the

OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

(Contractors) Principal	Surety
By _____	By _____ (Signature) Attorney in Fact
	Address: _____ _____ _____
Title _____ (Contractor's Seal)	(Printed) Mississippi Agent (Signature) Mississippi Agent
	Address: _____ _____ _____
	(Surety Seal)
	Mississippi Insurance ID Number

**END OF SECTION
G-2**

**SECTION H - TECHNICAL SPECIFICATIONS
TUPELO MAJOR THOROUGHFARES
MILL & OVERLAY PROGRAM
2021 ANNUAL BID**

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GENERAL CONSTRUCTION NOTES

1. Existing utility locations are not shown on the Drawings. If required, the Contractor shall be responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and State laws.
2. Utility or service lines encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
3. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation.
4. The Owner shall provide temporary and permanent grassing following the Contractor's improvements where existing vegetation was removed or disturbed during construction and not required to be improved with pavement, granular material, etc..
5. The Contractor shall be responsible for completing all sampling and testing of materials as required by the specifications.
6. If necessary, detailed construction staking will be provided by the Owner at no cost to the Contractor.

**END OF SECTION
GC-1**

TECHNICAL SPECIFICATIONS

TECHNICAL PROVISIONS FOR MDOT STANDARD SPECIFICATIONS

PART 1 - GENERAL

- A. For any work provided under the contract pertaining to grading, drainage, paving, driveways, curb & gutter, granular material, utilities, erosion control, etc. included in the general requirements for the project, the contractor shall utilize the applicable requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, (also referenced as MDOT Standard Specifications) unless a separate technical specification is provided for a specific item. In cases where the separate technical specification may be different than the MDOT Standard Specifications, the contractor may utilize the MDOT Standard Specifications if approved in writing by the Engineer.
- B. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except where superseded by Special Provisions, Supplements to Special Provisions or amended by revisions of the Specifications contained within the Contract Documents.
- C. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, and the most current Special Provisions and/or Amendments. The Contractor shall be responsible for ensuring that the most current Special Provisions are utilized and that any Special Provisions and/or Supplements to Special Provisions are complied with for all materials specified in accordance with the MDOT Standard Specifications, 2017 Edition, whether included herein or not.
- D. Where applicable, the Contractor shall be required to provide materials, work, etc. in accordance with MDOT Standard Drawings and related details for the fabrication, installation and materials, especially pertaining to drainage pipe, drainage structures, traffic control, erosion control, etc.

PART 2 – MDOT SPECIFICATION ITEMS

- A. Excavation
- B. Granular Materials
- C. Asphalt (See Section C – SOW for exceptions related to alternate mix designs)
- D. Cold Milling
- E. Traffic Control / Temporary Signage
- F. Erosion Control (i.e. Silt Fence, Wattles, etc.)

**END OF SECTION
TS-1**