

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**JANUARY 02, 2024**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, January 2, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Jones introduced Mr. Charles Penson, who led the invocation. Council Member Chad Mims led the pledge of allegiance.

**CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member Davis moved, seconded by Council Member Palmer, to approve the agenda and agenda order, as presented.

**PUBLIC RECOGNITION**

Council Member Nettie Davis wished everyone a happy new year and emphasized the importance of government and our city. She also invited everyone to the upcoming Martin Luther King Day celebrations.

Council Member Buddy Palmer thanked Lucia Randle and her Downtown Main Street team for the New Year celebration.

**MAYOR'S REMARKS**

Mayor Todd Jordan wished everyone a very Happy New Year and gave accolades to Lucia Randle and the DTMSA team and Stephanie Coomer and the CVB team, all who made the celebration a success. He shared his memories and impact of Carver School as mentioned by Mr. Charles Penson. He also reminded everyone of the Martin Luther King celebration coming up in a couple of weeks.

**IN THE MATTER OF MINUTES OF DECEMBER 19, 2023 MEETING**

Council Member Davis moved, seconded by Council Member Palmer, to approve the minutes of the December 19, 2023, regular Council meeting. 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, Buddy Palmer and Lynn Bryan. Council Member Palmer moved, seconded by Council Member Jones, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX A

**IN THE MATTER OF BID #2023-053FD - 5500 SERIES PRIME MOVER PICKUP TRUCK**

The City advertised and received bids for Bid # 2023-053FD - 5500 Series Prime Mover Pickup Truck. One bid was received from Cannon Motors in the amount of \$104,000.00. On August 1, 2023, the City was awarded a Homeland Security grant to pay up to \$101,768.00 for the purchase of this truck, leaving a balance of \$2,232.00. for the City to pay. Council Member Davis moved, seconded by Council Member Gaston, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Cannon Motors in the amount of \$ 336,505.52. The vote was unanimous in favor. APPENDIX B

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)**

This item was left on the table.

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)**

This item was left on the table.

**IN THE MATTER OF CHANGE ORDER APPROVAL ENNVILLE RD BID NO. 2023-022PW**

Council Member Gaston moved, seconded by Council Member Jones, to table this item. The vote was unanimous in favor.

**IN THE MATTER OF ARPA BID 2023-060PW - MITCHELL ROAD CROSSDRAIN REPLACEMENT**

Bids were advertised and received for ARPA Bid # 2023-060PW - Mitchell Road Crossdrain Replacement. Nine bids were received with the lowest and best bid being from Townes Construction Company, Inc. in the amount of \$366,890.31, which was \$159,069.69 below the engineer's estimate for the project. Council Member Bryan moved, seconded by Council Member Palmer, to award the bid to Townes Construction Company, Inc. The vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF ARPA BID # 2023-059PW - MEDICAL PARK CIRCLE PIPE REPLACEMENT**

Bids were advertised and received for ARPA Bid # 2023-059PW - Medical Park Circle Pipe Replacement. Eleven bids were received with the lowest and best bid being from Townes Construction Company Inc. in the amount of \$314,530.40, which was \$126,504.60 below the engineer's estimate for the project. Council Member Palmer moved, seconded by Council Member Gaston, to award the bid to Townes Construction Company, Inc. The vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF REQUEST TO REJECT BID # 2023-052WL – WEST JACKSON STREET (MADISON TO FRONT) OVERHEAD TO UNDERGROUND RELOCATION OF ELECTRIC UTILITIES AND/OR STREET LIGHTING FACILITIES**

Bids were advertised and received for Bid 2023-052WL - West Jackson Street (Madison to Front) Overhead to Underground Relocation of Electric Utilities and/or Street Lighting Facilities. One electronic bid was received from Reinhold Electric. Upon opening the downloaded submittal it was determined the sole bidder, Reinhold Electric, did not have as required by law a Certificate of Responsibility (COR) in Mississippi at the time of the bid opening. The bid was not considered and should be rejected. Council Member Davis moved, seconded by Council Member Bryan, to reject the bid. The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 FOR THE CENTRAL PUMPING STATION MODIFICATIONS (BID NO. 2023-040WL)**

Council member Bryan moved, seconded by Council Member Palmer, to approve change order #1 for Bid # 2023-040WL – Central Pumping Station Modifications subject to review and comment by the Mississippi Department of Environmental Quality. This change order decreases the net cost by \$500,000.00, to modify the wet well from a square structure to a round structure. The new contract amount is \$11,847,000.00. The vote was unanimous in favor. APPENDIX F

**ADJOURNMENT**

There being no further business to come before the City Council at this time, Council Member Bryan moved, seconded by Council Member Palmer, to adjourn the meeting at 6:15 PM. The vote was unanimous in favor.

This the 2nd day of January, 2024.

  
Travis Beard, Council President

ATTEST:

  
Missy Shelton, Council Clerk

APPROVED

  
Todd Jordan, Mayor

1-17-2024  
Date

**CHECK INFORMATION FOR COUNCIL MEETING  
JANUARY 2, 2024**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-422865-422880;422881-423116 50002595-50002610 1-136

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Brad Robinson, Fire Chief

**DATE:** December 27, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF BID #2023-053FD 5500 SERIES  
PRIME MOVER PICKUP TRUCK **BR**

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**Request:**

Approval of bid # 2023-053FD Series Prime Mover Pickup Truck. Only one bid was received – from Cannon Motors in the amount of \$104,000.00. City of Tupelo Fire Department will pay \$1,500 and Homeland Security will pay the remainder.



**CITY OF TUPELO**  
**5500 SERIES PRIME MOVER PICKUP TRUCK**  
**BID # 2023-053FD**

<b>Start Date / Time</b>	Dec 12, 2023 10:00 AM US/Central
<b>End Date / Time</b>	Dec 12, 2023 10:30 AM US/Central

<b>BID SUMMARY</b>			
<b>Company</b>	<b>Bid Amount (\$   USD)</b>	<b>Bidding Time</b>	<b>Delivery Lead Time</b>
Cannon Motors	\$ 104,000.00	10:02:29 AM US/Central	160-190 days

REQUEST FOR  
\*Un-Priced Technical Proposals\*  
To provide

**5500 Series Prime Mover Pickup Truck  
for Fire Department Homeland Security Task Force  
BID # 2023-053FD**

A Reverse Auction Event For  
The City of Tupelo, Mississippi



**BID MANAGEMENT CONTACT:**

PH Bidding Group  
Cory Dewett  
[cory@phbidding.com](mailto:cory@phbidding.com)  
662-407-0193



**Publication Dates:** November 15, 2023 & November 22, 2023  
**Un-Priced Responses Due:** December 13, 2023, at 2:00 PM  
**Reverse Auction:** December 15, 2023, at 2:00 PM

**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

**5500 Series Prime Mover Pickup Truck  
for Fire Department Homeland Security Task Force  
Bid # 2023-053FD**

Deadline for receipt of un-priced technical proposals is **December 13, 2023 at 2:00 PM**, local time. Un-Priced proposals, including Specification Response Form and all other documents, shall be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com).

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, un-priced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. The City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://www.tupelomsbids.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM on December 13, 2023**, per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on December 15, 2023 at 10:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

**Traci Dillard  
Purchasing Agent**

**Publishing Dates: November 15, 2023 & November 22, 2023**



## INFORMATION FOR BIDDERS

### **5500 Series Prime Mover Pickup Truck Bid # 2023-053FD**

#### **I. General Bidder Requirements/Information**

The City of Tupelo is looking to purchase a **5500 Series Prime Mover Pickup Truck**. The City of Tupelo will accept un-priced proposals for pre-qualification until **December 13, 2023, at 2:00 PM**, local time. The un-priced specification responses may be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **December 15, 2023, at 2:00 PM**, local time. All un-priced proposals must be equal in performance and quality to the specifications.

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. Additional consideration may be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. A manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Tupelo will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

#### **II. OTHER**

**THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.**

- **Phase One** is the solicitation and receipt of un-priced technical proposals for consideration. Deadline for receipt of technical proposals **December 13, 2023, at 2:00 PM CST**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. The reverse auction will begin on **December 15, 2023, at 2:00 PM CST**. PH Bidding Group can be contacted at 662-407-0193 or via email at [cory@phbidding.com](mailto:cory@phbidding.com)

#### **III. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS**

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. City of Tupelo is a Tax-Exempt Government Entity.

To be considered, un-priced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

***If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.***

#### **IV. QUESTIONS**

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing, and addressed to the following:

General questions regarding this request and questions concerning the technical specifications should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 400 N Front St, Tupelo, MS 38804. The phone number is **662-841-6498**. Email: [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov)

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0193 or [cory@planhouseprinting.com](mailto:cory@planhouseprinting.com).

No oral explanations by any member of the City of Tupelo nor City of Tupelo staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

#### **V. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS**

The following information applies to all proposals. The documents listed below must be included in your un-priced response. The preferred method for receiving responses is via electronic submission at [www.tupelomsbids.com](http://www.tupelomsbids.com).

##### **UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:**

Log-in at [www.tupelomsbids.com](http://www.tupelomsbids.com) and perform the following steps:

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
  1. Fill in your profile information (or check for accuracy if auto-populated).
  2. Under the "FDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
  3. Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
  4. Click "Submit" when you are ready to submit your file.
  5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact [cory@phbidding.com](mailto:cory@phbidding.com) or call 662-407-0193.
- E. One submitted and the solicitation period has ended, The City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

**The following items should be included in the electronic submission:**

1. Submission Cover Letter (Form A)
2. Completed Response Form (Form B)
3. Product Brochures
4. Warranty Information
5. PH Bidding Supplier Agreement
6. Any other information the vendor would like for the City of Tupelo to consider.

Any questions regarding the website, response submissions, or reverse auction process can be directed to PH Bidding Group at 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com).

**VI. PROPOSAL OPENING**

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received. From that point forward, proposals will be considered under advisement. Hinds Community College may conduct written or oral discussions with potential bidders.

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Un-priced proposal openings shall be conducted any time after they are received. From that point forward, un-priced proposals will be considered under advisement. Hinds Community College may conduct written or oral discussions with potential bidders. Hinds Community College reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to Hinds Community College.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of 60 days from the opening date. Hinds Community College is a Tax-Exempt Government Entity.

**If you are selected to receive an invitation to provide priced bids, complete instructions for participation in the reverse auction and submitting priced bids shall be provided in the invitation.**

**VII. REVERSE AUCTION**

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **December 15, 2023 at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

**The Online Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In PH Bidding Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.

The reverse auction will be set for an initial 30-minute time slot. Bidders can begin entering their bid price and delivery time once the bid has started. Vendors will not be able to see other vendors' pricing. Each vendor will be able to see their bid ranking once their bid is entered. If you are the lowest bidder when your bid is entered, you will see a (1) beside your bid. If you have the second lowest bid, you will see a (2) beside your bid, (3) for third, etc. If you enter your bid and are ranked 1st, you will need to continue watching to ensure that no bids have been entered that are lower than your bid amount. If a bid is entered that is lower than your bid, you will have an opportunity to enter a lower bid amount.

There is an anti-sniping feature as part of this bid. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.

There is no benefit to waiting until the last minute to enter your bid during the reverse auction. You will not be able to see other bids during the auction, only your bid ranking. If you are in first place in bidding and your bid changes to (2), (3), etc., that means that someone has entered a bid that is lower than your bid. At that time, you can change your bid price if you would like.

\*\*PH Bidding Group makes no recommendations on choosing the awarded vendor.



**\*FORM A\***

*Submission Cover Letter for  
Un-priced Technical Proposals*

**5500 Series Prime Mover Pickup Truck  
for the Fire Department Homeland Security Task Forces  
Bid # 2023-053FD**

The undersigned proposes to provide equipment as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite \_\_\_\_\_ (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **December 13, 2023, at 2:00 PM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

It is understood that we have only one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and if it will meet the requirements and needs of the City of Tupelo. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com).

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name J. Steven Hand

Title Fleet Sales Director

Company Name Cannon Chrysler Jeep Dodge Ram

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

\*FORM B\***SPECIFICATION RESPONSE FORM**

**5500 Series Prime Mover Pickup Truck  
for the Fire Department Homeland Security Task Forces  
Bid # 2023-053FD**

The undersigned proposes to furnish a 5500 Series Prime Mover Pickup Truck, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms, and conditions contained in this BID have been considered and understood. By submitting a response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications listed will be met.

<b>5500 Series Prime Mover Pickup Truck</b>				
<b>ITEM</b>	<b>MINIMUM SPECIFICATIONS</b>	<b>ACKNOWLEDGE</b>		<b>VARIANCE</b>
		<b>YES</b>	<b>NO</b>	
<b>Mechanical</b>	5500 CREW CAB CHASSIS 4X4 (197.4 in WB - CA of 84 in)	X		
	6.7L I6 Cummins Turbo Diesel Engine	X		
	6-Spd Auto Aisin AS69RC HD Trans	X		
	Bright White Clear Coat	X		
	Monotone Paint	X		
	HD Vinyl 40/20/40 Split Bench Seat	X		
	52 & 22 Gallon Dual Fuel Tanks	X		
	Elec Shift-On-The-Fly Transfer Case	X		
	Heavy Duty Front Suspension Group	X		
	Max Tow Package	X		
<b>Interior</b>	Cargo and CHMSL Lamp	X		
	Rear Folding Seat	X		
	40/20/40 Split Bench Seat	X		
<b>Exterior</b>	Black/Diesel Gray	X		
	Front Fog Lamps	X		
	LED Tail Lamps	X		
	Chrome Appearance Group	X		
	Heavy Duty Snow Plow Prep Group	X		
<b>Safety and Security</b>	Trailer Brake Control	X		
	ParkView Rear Back-up Camera	X		
	ParkSense Rear Park Assist System	X		
<b>Additions</b>	225/70R19.5G Off Road Tires	X		
	Full Size Spare Tire	X		
	Chrome Tubular Side Steps	X		
	Front License Plate Bracket	X		
	Remote Keyless Entry	X		
	Manufacture's Statement of Origin	X		
	Manual DPF Regeneration	X		

### GENERAL BIDDER'S REQUIREMENTS

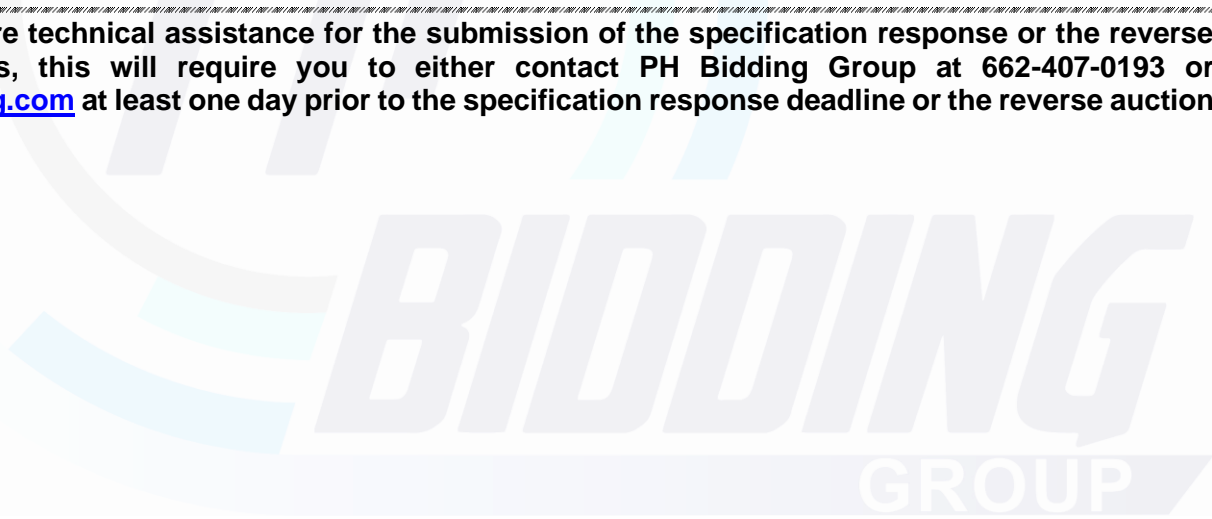
Delivery - The successful bidder will deliver fully assembled vehicles to Tupelo Fire Department at 71 Troy St, Tupelo, MS 38804. The Bidder is to notify the City of Tupelo of any delays in delivery extending beyond two (2) weeks from the Final Anticipated Delivery Date stated in this document. Failure to coordinate major delays in delivery with the City of Tupelo designated personnel shall release the City of Tupelo of this purchase order contract.	X		
All items must be as specified or approved equal by the City of Tupelo.	X		

**Specification Response Form Complete Document Checklist and Bid Requirement Acknowledgment**

*Please include all below documents in order for your Specification Response Form to be considered:*

ITEM	ACKNOWLEDGE		VARIANCE
	YES	NO	
Equipment Specifications Included	X		
Written Warranty Information/Service Information Included:		X	
PH Bidding Supplier Agreement Included. Checking this box acknowledges that you understand your responsibilities under the PH Bidding Supplier Agreement.	X		
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction.	X		

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**



**BIDDER INFORMATION**

Company Cannon Chrysler Jeep Dodge Ram

Physical Address 69860 Hwy 82 West Greenwood, MS 38930

Billing Address 69900 Hwy 82 West

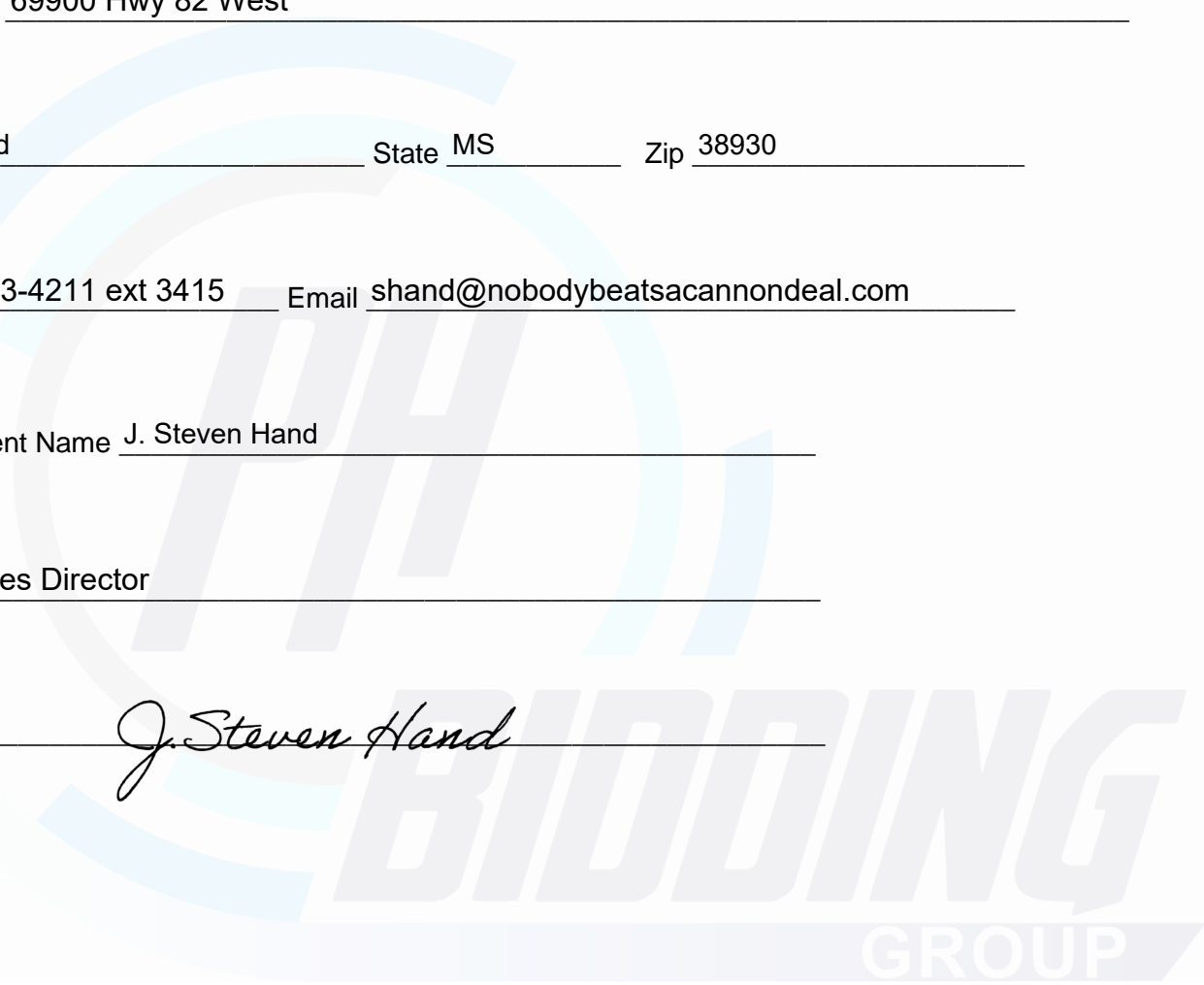
City Greenwood State MS Zip 38930

Phone 662-453-4211 ext 3415 Email shand@nobodybeatsacannondeal.com

Authorized Agent Name J. Steven Hand

Title Fleet Sales Director

Signature *J. Steven Hand*







## **Supplier Agreement**

### **INTENT AND CONTACT**

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

**This Agreement contains provisions for an administrative fee, discussed in Section 16.**

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

#### **PH Bidding Group Contact information is:**

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804  
662.407.0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

### **TERMS OF USE**

#### **Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only**

If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

#### **Definitions:**

**“PH Bidding Group”** shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods, or information.

**“You”, “Supplier” or “Suppliers”** shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

**“Buyer”** shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

**“Reverse Auction Event Platform”** shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

- 1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.
- 2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.
- 3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.
- 4.) This agreement shall be good for a one-time use of PH Bidding Group’s reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 5.) PH Bidding Group shall provide basic training and basic instruction (if requested) concerning the operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier’s schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.
- 6.) It shall be the supplier’s responsibility to comply fully with the terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.
- 7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

- 8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.
- 9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.
- 10.) Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.
- 13.) Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

**Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:**

**4% of the total contract price, including all service agreements, extended warranties and equipment.**

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (FDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

**Acceptance** - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: Cannon Chrysler Jeep Dodge Ram  
 Authorized Representative (Printed Name): J. Steven Hand  
 Title of Authorized Representative: Fleet Sales Director

**BILLING INFORMATION:**

Email Address: shand@nobodybeatsacannondeal.com  
 Physical Address: 69860 Hwy 82 West  
Greenwood, MS 38930  
 Mailing Address (if different): 69900 Hwy 82 W.  
Greenwood, MS 38930  
 Office Phone: 662-453-4211 extension 3415  
 Mobile Phone: 601-383-4263  
 Signature: *J. Steven Hand*  
 Date: 11/17/2023

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0193.

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director of Public Works  
**DATE:** December 21, 2023  
**SUBJECT:** IN THE MATTER OF BID APPROVAL MITCHELL ROAD CROSSDRAIN REPLACEMENT BID NO. 2023-060PW - CW

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**Request:**

Request to approve the bid for the Mitchell Road Crossdrain Replacement Project.

This work consists of the replacement of existing pipe culvert cross drains at three separate locations on Mitchell Road.

9 bidders responded.

We request to award the bid to lowest and best bidder – Townes Construction Company, Inc.

Townes Construction Bid Amount \$366,890.31

Engineers estimate for the project is \$525,960.00. Difference of -\$159,069.69.

BID #	2023-060PW	Mitchell Road Crossdrains				
Name	CR	BID BOND	Signed	ADD	Bid Amount	Non-Collusion
TOWNES CONST	07443-MC	GRANITE RE	PRES		\$ 366,890.31	
DNA UNDERGROUND	20907-MC	HARTFORD	OWNER		\$ 497,188.00	
ENSCOR	12345-MC	TRAVELERS	OWNER		\$ 391,480.00	
PATTON CONST	15777-MC	GRAY	MANAGER		\$ 459,664.00	
STE-BIL	22458-MC	OLD REPUBLIC	PRES		\$ 487,342.00	
AUSBERN CONST	08212	SWISS RE	PRES		\$ 627,672.00	
COOK & SON	22593-MC	GRAY	OWNER		\$ 363,223.93	
PHILLIPS CONTRACT	00229-MC	FIDELITY	PRES		\$ 591,082.70	
HODGES CONST	13510-MC	GRAY	PRES		\$ 392,802.35	

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI  
(SIGN IN SHEET)**

Bid Opening, December 21, 2023

NAME	COMPANY
John White	ESI
Nick Clark	Enscor
Allen Tatum	Phillips Const.
Brady Thompson	Cook and Son, LLC
Terry Ausbern	Ausbern Const. Co.
JOHN OAKES	HODGES CONST.
James Schorf	TOWNES CONST.
Chuck Williams	Public Works
ROBBY SANDOLINI	ICM
Stephen M. Reed	COT
Tina D. Dulan	COT
Ben Logan	COT



MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2023-060PW)

Proposal of Townes Construction Co, Inc (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, doing business as Townes Construction Co, Inc  
A CORPORATION

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

NONE

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>19,563.00</u> <u>NINETEEN THOUSAND FIVE</u> <u>HUNDRED SIXTY THREE</u> <u>DOLLARS</u>	\$ <u>19,563.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>12,063.00</u> <u>TWELVE THOUSAND SIXTY</u> <u>THREE DOLLARS</u>	\$ <u>12,063.00</u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>12.00</u> <u>TWELVE DOLLARS</u>	\$ <u>5,856.00</u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>20.00</u> <u>TWENTY DOLLARS</u>	\$ <u>4,080.00</u>
5.	Removal of Flared End Section	8 Each	<u>200.00</u> <u>TWO HUNDRED DOLLARS</u>	\$ <u>1,600.00</u>
6.	Erosion Control Measures	1 L.S.	<u>5,000.00</u> <u>FIVE THOUSAND</u> <u>DOLLARS</u>	\$ <u>5,000.00</u>
7.	Structure Excavation	1,107 C.Y.	<u>12.00</u> <u>TWELVE DOLLARS</u>	\$ <u>13,284.00</u>
8.	Select Borrow Material	815 C.Y.	<u>15.50</u> <u>FIFTEEN DOLLARS</u> <u>FIFTY CENTS</u>	\$ <u>12,632.50</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>200.00</u> <u>TWO HUNDRED</u> <u>DOLLARS</u>	\$ <u>28,600.00</u>
10.	Crushed Stone	304 C.Y.	<u>68.14</u> <u>SIXTY EIGHT DOLLARS</u> <u>FOURTEEN CENTS</u>	\$ <u>20,714.56</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	93.55 <u>NINETY THREE DOLLARS FIFTY FIVE CENTS</u>	\$ 7,016.25
12.	Flowable Fill	110 C.Y.	190.00 <u>ONE HUNDRED NINETY DOLLARS</u>	\$ 20,900.00
13.	12' x 4' Precast Box Culvert	60 L.F.	1,267.00 <u>ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS</u>	\$ 76,020.00
14.	12' x 4' Precast Wing Wall	2 EA.	11,000.00 <u>ELEVEN THOUSAND DOLLARS</u>	\$ 22,000.00
15.	200# Rock Rip Rap	275 Ton	50.00 <u>FIFTY DOLLARS</u>	\$ 13,750.00
16.	Geotextile Fabric	500 S.Y.	2.25 <u>TWO DOLLARS TWENTY FIVE CENTS</u>	\$ 1,125.00
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	174.00 <u>ONE HUNDRED SEVENTY FOUR DOLLARS</u>	\$ 45,936.00
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	2,100.00 <u>TWO THOUSAND ONE HUNDRED DOLLARS</u>	\$ 25,200.00
19.	15" HDPE Pipe	88 L.F.	25.00 <u>TWENTY FIVE DOLLARS</u>	\$ 2,200.00
20.	15" Pipe Collar	1 EA.	800.00 <u>EIGHT HUNDRED DOLLARS</u>	\$ 800.00
21.	15" Branch Connection	2 EA.	1,000.00 <u>ONE THOUSAND DOLLARS</u>	\$ 2,000.00
22.	Maintenance of Traffic	1 L.S.	4,500.00 <u>FOUR THOUSAND FIVE HUNDRED DOLLARS</u>	\$ 4,500.00
23.	Diversion Channel	1 Each	6,000.00 <u>SIX THOUSAND DOLLARS</u>	\$ 6,000.00

24.	Solid Sodding	2,300 S.Y.	<u>6.00</u> <u>SIX DOLLARS</u>	<u>\$ 13,800.00</u>
25.	Construction Fencing	750 L.F.	<u>3.00</u> <u>THREE DOLLARS</u>	<u>\$ 2,250.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ 366,890.31

\$ THREE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED NINETY DOLLARS THIRTY ONE CENTS  
(TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company Townes Construction Co., Inc. Attest: [Signature]  
 Signature [Signature] SEAL (if Bid is by a Corporation)  
 Title President  
 Address 16398 Hwy 8 West  
Overland MA 01890

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of ENSCOM, LLC (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, TN, doing business as LLC.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

None

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>SEVENTY FIVE</u> <u>HUNDRED DOLLARS</u> <u>7500.00</u>	\$ <u>7500.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>THIRTEEN THOUSAND</u> <u>DOLLARS</u> <u>13,000.00</u>	\$ <u>13000.00</u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>FIVE DOLLARS</u> <u>5.00</u>	\$ <u>2440.00</u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>TWENTY DOLLARS</u> <u>20.00</u>	\$ <u>4080.00</u>
5.	Removal of Flared End Section	8 Each	<u>ONE HUNDRED</u> <u>DOLLARS</u> <u>100.00</u>	\$ <u>800.00</u>
6.	Erosion Control Measures	1 L.S.	<u>TWO THOUSAND</u> <u>FIVE HUNDRED DOLLARS</u> <u>2,500.00</u>	\$ <u>2500.00</u>
7.	Structure Excavation	1,107 C.Y.	<u>FIVE DOLLARS</u> <u>5.00</u>	\$ <u>5535.00</u>
8.	Select Borrow Material	815 C.Y.	<u>FOURTEEN DOLLARS</u> <u>14.00</u>	\$ <u>11410.00</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>TWO HUNDRED</u> <u>FIFTY DOLLARS</u> <u>250.00</u>	\$ <u>35,750.00</u>
10.	Crushed Stone	304 C.Y.	<u>ONE HUNDRED</u> <u>DOLLARS</u> <u>100.00</u>	\$ <u>30,400.00</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>ONE HUNDRED DOLLARS</u> <u>100.00</u>	\$ <u>7500.00</u>
12.	Flowable Fill	110 C.Y.	<u>FOUR HUNDRED DOLLARS</u> <u>400.00</u>	\$ <u>44000.00</u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>ONE THOUSAND</u> <u>TWO HUNDRED DOLLARS</u> <u>1,200.00</u>	\$ <u>72000.00</u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>THIRTEEN THOUSAND</u> <u>DOLLARS</u> <u>13000.00</u>	\$ <u>26000.00</u>
15.	200# Rock Rip Rap	275 Ton	<u>SIXTY FIVE DOLLARS</u> <u>65.00</u>	\$ <u>17875.00</u>
16.	Geotextile Fabric	500 S.Y.	<u>THREE DOLLARS</u> <u>3.00</u>	\$ <u>1500.00</u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>TWO HUNDRED</u> <u>DOLLARS</u> <u>200.00</u>	\$ <u>52800.00</u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>TWENTY FIVE</u> <u>HUNDRED DOLLARS</u> <u>2500.00</u>	\$ <u>30,000.00</u>
19.	15" HDPE Pipe	88 L.F.	<u>THIRTY DOLLARS</u> <u>30.00</u>	\$ <u>2640.00</u>
20.	15" Pipe Collar	1 EA.	<u>ONE THOUSAND</u> <u>DOLLARS</u> <u>1000.00</u>	\$ <u>1000.00</u>
21.	15" Branch Connection	2 EA.	<u>ONE THOUSAND</u> <u>DOLLARS</u> <u>1000.00</u>	\$ <u>2000.00</u>
22.	Maintenance of Traffic	1 L.S.	<u>THREE THOUSAND</u> <u>DOLLARS</u> <u>3,000.00</u>	\$ <u>3000.00</u>
23.	Diversion Channel	1 Each	<u>TWO THOUSAND</u> <u>FIVE HUNDRED DOLLARS</u> <u>2500.00</u>	\$ <u>2500.00</u>

24.	Solid Sodding	2,300 S.Y.	<u>FIVE DOLLARS</u>	
			<u>5.00</u>	\$ <u>11500.00</u>
25.	Construction Fencing	750 L.F.	<u>FIVE DOLLARS</u>	
			<u>5.00</u>	\$ <u>3750.00</u>

TOTAL OF BID ITEMS (1-25) \$ 391,480.00

\$ THREE HUNDRED NINETY ONE THOUSAND FOUR HUNDREDO  
 (TOTAL IN WORDS)  
EIGHTY DOLLARS

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

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

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

RESPECTFULLY SUBMITTED:

Company ENYCON, LLC  
 Signature [Handwritten Signature]  
 Title OWNER  
 Address 5566 COMMANDER DR.  
ARLINGTON, TN 38002

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



**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of James A. Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a corporation.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

N/A

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE IN WORDS AND FIGURES</b>	<b>TOTAL PRICE</b>
1.	Mobilization	1 L.S.	Thirty thousand eight hundred nine dollars and seventy-four cents \$30,809.74	\$ <b>\$30,809.74</b>
2.	Clearing and Grubbing	1 L.S.	Eight thousand five hundred dollars \$8,500.00	\$ <del>\$8,500.00</del> <b>\$8,500.00</b>
3.	Removal of Asphalt Pavement	488 S.Y.	Twelve dollars and fifty cents \$12.50	\$ <b>\$6,100.00</b>
4.	Removal of Pipe (All Type)	204 L. F.	Twenty-six dollars \$26.00	\$ <b>\$5,304.00</b>
5.	Removal of Flared End Section	8 Each	Four hundred dollars \$400.00	\$ <b>\$3,200.00</b>
6.	Erosion Control Measures	1 L.S.	Four thousand one hundred twenty-five dollars \$4,125.00	\$ <b>\$4,125.00</b>
7.	Structure Excavation	1,107 C.Y.	Twelve dollars \$12.00	\$ <b>\$13,284.00</b>
8.	Select Borrow Material	815 C.Y.	Fourteen dollars \$14.00	\$ <b>\$11,410.00</b>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	Two hundred twenty-three dollars \$223.00	\$ <b>\$31,889.00</b>
10.	Crushed Stone	304 C.Y.	Sixty-five dollars \$65.00	\$ <b>\$19,760.00</b>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	Fifty-five dollars and forty-three cents \$55.43	\$ 4,157.25
12.	Flowable Fill	110 C.Y.	One hundred sixty-eight dollars and ninety-nine cents \$168.99	\$ 18,588.90
13.	12' x 4' Precast Box Culvert	60 L.F.	One thousand two hundred twenty dollars and twenty cents \$1,220.20	\$ 73,212.00
14.	12' x 4' Precast Wing Wall	2 EA.	Eleven thousand seven hundred sixty-seven dollars and fifty cents \$11,767.50	\$ 23,535.00
15.	200# Rock Rip Rap	275 Ton	Sixty-five dollars \$65.00	\$ 17,875.00
16.	Geotextile Fabric	500 S.Y.	Four dollars \$4.00	\$ 2,000.00
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	One hundred ninety-two dollars and seventeen cents \$192.17	\$ 50,732.88
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	Two thousand one hundred sixty-six dollars and sixty-three cents \$2,166.63	\$ 25,999.56
19.	15" HDPE Pipe	88 L.F.	Thirty-nine dollars and fourteen cents \$39.14	\$ 3,444.32
20.	15" Pipe Collar	1 EA.	One thousand five hundred dollars \$1,500.00	\$ 1,500.00
21.	15" Branch Connection	2 EA.	One thousand two hundred dollars \$1,200.00	\$ 2,400.00
22.	Maintenance of Traffic	1 L.S.	Five thousand seven hundred seventy-five dollars \$5,775.00	\$ 5,775.00
23.	Diversion Channel	1 Each	Seventeen thousand one hundred ninety-three dollars and seventy cents \$17,193.70	\$ 17,193.70

24.	Solid Sodding	2,300 S.Y.	<u>Three dollars and fifty-nine cents</u> <hr/> <u>\$3.59</u>	<hr/> <u>\$ 8,257.00</u>
25.	Construction Fencing	750 L.F.	<u>Five dollars</u> <hr/> <u>\$5.00</u>	<hr/> <u>\$ 3,750.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ 392,802.35


\$ Three hundred ninety-two thousand eight hundred two dollars and thirty-five cents  
**(TOTAL IN WORDS)**

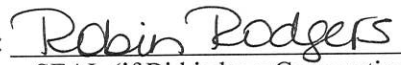
NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

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

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

RESPECTFULLY SUBMITTED:

Company James A. Hodges Construction, Inc.  
 Signature   
 Title President  
 Address 1281 CR 811  
Salttillo, MS 38866

Attest:   
 SEAL (if Bid is by a Corporation)



**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of Patton Construction, LLC (hereinafter called “BIDDER”), organized and existing under the laws of the State of Mississippi, doing business as a limited liability company.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

None

\*Insert “a corporation”, “a partnership”, or “an individual” as applicable

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE IN WORDS AND FIGURES</b>	<b>TOTAL PRICE</b>
1.	Mobilization	1 L.S.	<u>\$15,000.00</u> Fifteen thousand dollars	<u>\$ 15,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>\$15,000.00</u> Fifteen thousand dollars	<u>\$ 15,000.00</u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>\$5.00</u> Five dollars	<u>\$ 2,440.00</u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>\$10.00</u> Ten dollars	<u>\$ 2,040.00</u>
5.	Removal of Flared End Section	8 Each	<u>\$250.00</u> Two hundred fifty dollars	<u>\$ 2,000.00</u>
6.	Erosion Control Measures	1 L.S.	<u>\$7,500.00</u> Seven thousand five hundred dollars	<u>\$ 7,500.00</u>
7.	Structure Excavation	1,107 C.Y.	<u>\$12.00</u> Twelve dollars	<u>\$ 13,284.00</u>
8.	Select Borrow Material	815 C.Y.	<u>\$16.00</u> Sixteen dollars	<u>\$ 13,040.00</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>\$240.00</u> Two hundred forty dollars	<u>\$ 34,320.00</u>
10.	Crushed Stone	304 C.Y.	<u>\$90.00</u> Ninety dollars	<u>\$ 27,360.00</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>\$90.00</u> <u>Ninety dollars</u>	<u>\$ 6,750.00</u>
12.	Flowable Fill	110 C.Y.	<u>\$300.00</u> <u>Three hundred dollars</u>	<u>\$ 33,000.00</u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>\$1,800.00</u> <u>One thousand eight hundred dollars</u>	<u>\$ 108,000.00</u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>\$12,000.00</u> <u>Twelve thousand dollars</u>	<u>\$ 24,000.00</u>
15.	200# Rock Rip Rap	275 Ton	<u>\$80.00</u> <u>Eighty dollars</u>	<u>\$ 22,000.00</u>
16.	Geotextile Fabric	500 S.Y.	<u>\$2.00</u> <u>Two dollars</u>	<u>\$ 1,000.00</u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>\$250.00</u> <u>Two hundred fifty dollars</u>	<u>\$ 66,000.00</u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>\$3,000.00</u> <u>Three thousand dollars</u>	<u>\$ 36,000.00</u>
19.	15" HDPE Pipe	88 L.F.	<u>\$35.00</u> <u>Thirty-five dollars</u>	<u>\$ 3,080.00</u>
20.	15" Pipe Collar	1 EA.	<u>\$1,500.00</u> <u>One thousand five hundred dollars</u>	<u>\$ 1,500.00</u>
21.	15" Branch Connection	2 EA.	<u>\$1,500.00</u> <u>One thousand five hundred dollars</u>	<u>\$ 1,500.00</u>
22.	Maintenance of Traffic	1 L.S.	<u>\$7,500.00</u> <u>Seven thousand five hundred dollars</u>	<u>\$ 7,500.00</u>
23.	Diversion Channel	1 Each	<u>\$1,000.00</u> <u>One thousand dollars</u>	<u>\$ 1,000.00</u>

24.	Solid Sodding	2,300 S.Y.	\$4.50 Four dollars and fifty cents	\$ 10,350.00
25.	Construction Fencing	750 L.F.	\$8.00 Eighty dollars	\$ 6,000.00

**TOTAL OF BID ITEMS (1-25)** \$ 459,664.00

\$ Four hundred fifty-nine thousand six hundred sixty-four dollars

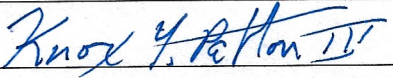
**(TOTAL IN WORDS)**

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

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

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

RESPECTFULLY SUBMITTED:

Company	<u>Patton Construction, LLC</u>	Attest: _____
Signature	<u></u>	SEAL (if Bid is by a Corporation)
Title	<u>Manager</u>	
Address	<u>210 Industrial Drive</u>	
	<u>Pontotoc, MS 38863</u>	



**STE-BIL GRADING INC.**

**148 CR 509**

**WATERFORD,MS 38685**

**C.O.R.#:22458-MC**

**BID FOR: Mitchell Road Crossdrains**

**City of Tupelo, MS**

**Bid# 2023-060PW**

**71 East Troy Street**

**Tupelo, MS 38804**

**December 21<sup>st</sup>, 2023 10:00 AM**

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of STE-BIL GRADING Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as STE-BIL GRADING.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>25,000.<sup>00</sup></u> <u>Twenty Five Thousand</u>	<u>\$ 25,000.<sup>00</sup></u>
2.	Clearing and Grubbing	1 L.S.	<u>4000.<sup>00</sup></u> <u>Four Thousand</u>	<u>\$ 4000.<sup>00</sup></u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>10.<sup>00</sup></u> <u>Ten</u>	<u>\$ 4880.<sup>00</sup></u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>10.<sup>00</sup></u> <u>Ten</u>	<u>\$ 2040.<sup>00</sup></u>
5.	Removal of Flared End Section	8 Each	<u>500.<sup>00</sup></u>	<u>\$ 4000.<sup>00</sup></u>
6.	Erosion Control Measures	1 L.S.	<u>1500.<sup>00</sup></u> <u>Fifteen Hundred</u>	<u>\$ 1500.<sup>00</sup></u>
7.	Structure Excavation	1,107 C.Y.	<u>10.<sup>00</sup></u> <u>Ten</u>	<u>\$ 11,070.<sup>00</sup></u>
8.	Select Borrow Material	815 C.Y.	<u>25.<sup>00</sup></u> <u>Twenty Five</u>	<u>\$ 20,375.<sup>00</sup></u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>300.<sup>00</sup></u> <u>Three Hundred</u>	<u>\$ <del>42,900.</del> 42,900.<sup>00</sup> 888</u>
10.	Crushed Stone	304 C.Y.	<u>110.<sup>00</sup></u> <u>One Hundred Ten</u>	<u>\$ 33,440.<sup>00</sup></u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>100.<sup>00</sup></u> <u>One Hundred</u>	<u>\$ 7500.<sup>00</sup></u>
12.	Flowable Fill	110 C.Y.	<u>300.<sup>00</sup></u> <u>Three Hundred</u>	<u>\$ 33,000.<sup>00</sup></u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>2000.<sup>00</sup></u> <u>Two Thousand</u>	<u>\$ 120,000.<sup>00</sup></u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>12,500.<sup>00</sup></u> <u>Twelve Thousand</u> <u>Five Hundred</u>	<u>\$ 25,000.<sup>00</sup></u>
15.	200# Rock Rip Rap	275 Ton	<u>65.<sup>00</sup></u> <u>Sixty Five</u>	<u>\$ 17,875.<sup>00</sup></u>
16.	Geotextile Fabric	500 S.Y.	<u>3.<sup>00</sup></u> <u>Three</u>	<u>\$ 1500.<sup>00</sup></u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>228.<sup>00</sup></u> <u>Two Hundred</u> <u>Twenty Eight</u>	<u>\$ 60,192.<sup>00</sup></u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>2600.<sup>00</sup></u> <u>Twenty Six Hundred</u>	<u>\$ 31,200.<sup>00</sup></u>
19.	15" HDPE Pipe	88 L.F.	<u>65.<sup>00</sup></u> <u>Sixty Five</u>	<u>\$ 5,720.<sup>00</sup></u>
20.	15" Pipe Collar	1 EA.	<u>1500.<sup>00</sup></u> <u>Fifteen Hundred</u>	<u>\$ 1,500.<sup>00</sup></u>
21.	15" Branch Connection	2 EA.	<u>1500.<sup>00</sup></u> <u>Fifteen Hundred</u>	<u>\$ 3000.<sup>00</sup></u>
22.	Maintenance of Traffic	1 L.S.	<u>7,500.<sup>00</sup></u> <u>Seventy Five Hundred</u>	<u>\$ 7,500.<sup>00</sup></u>
23.	Diversion Channel	1 Each	<u>2000.<sup>00</sup></u> <u>Two Thousand</u>	<u>\$ 2000.<sup>00</sup></u>

24.	Solid Sodding	2,300 S.Y.	<u>8.<sup>00</sup></u> <u>Eight dollars</u>	\$ <u>18,400.<sup>00</sup></u>
25.	Construction Fencing	750 L.F.	<u>5.<sup>00</sup></u> <u>Five</u>	\$ <u>3,750.<sup>00</sup></u>

TOTAL OF BID ITEMS (1-25) \$ 487,342.<sup>00</sup>

\$ Four Hundred Eighty Seven Thousand Three Hundred Forty Two dollars  
 (TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company STE-BIL GRADING INC.  
 Signature *Steve Bunkley Bunkley*  
 Title President  
 Address 148 CR 509  
WATERFORD, MS 38685

Attest: *Victoria Alland*  
 SEAL (if Bid is by a Corporation)



DNA Underground, LLC  
16101 S Swan Road  
Gulfport, MS 39503  
Certificate of Responsibility No. 20907-MC

Enclosed Bid For:  
Mitchell Road Crossdrains

CITY OF TUPELO, MISSISSIPPI

City of Tupelo, Mississippi  
City Hall  
1<sup>st</sup> Floor Purchasing, ATTN: Traci Dillard  
71 East Troy Street  
Tupelo, MS

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of DNA Underground, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as DNA Underground, LLC.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>\$ 50,000<sup>00</sup></u> <u>fifty thousand</u> <u>dollars</u>	<u>\$ 50,000<sup>00</sup></u>
2.	Clearing and Grubbing	1 L.S.	<u>\$ 10,000<sup>00</sup></u> <u>ten thousand</u> <u>dollars</u>	<u>\$ 10,000<sup>00</sup></u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>\$ 10<sup>00</sup></u> <u>ten dollars</u>	<u>\$ 4,880<sup>00</sup></u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>\$ 20<sup>00</sup></u> <u>twenty dollars</u>	<u>\$ 4,080<sup>00</sup></u>
5.	Removal of Flared End Section	8 Each	<u>\$ 190<sup>00</sup></u> <u>one hundred</u> <u>ninety dollars</u>	<u>\$ 1,520<sup>00</sup></u>
6.	Erosion Control Measures	1 L.S.	<u>\$ 10,000<sup>00</sup></u> <u>ten thousand</u> <u>dollars</u>	<u>\$ 10,000<sup>00</sup></u>
7.	Structure Excavation	1,107 C.Y.	<u>\$ 15<sup>00</sup></u> <u>fifteen dollars</u>	<u>\$ 16,605<sup>00</sup></u>
8.	Select Borrow Material	815 C.Y.	<u>\$ 28<sup>00</sup></u> <u>twenty eight</u> <u>dollars</u>	<u>\$ 22,820<sup>00</sup></u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>\$ 305<sup>00</sup></u> <u>three hundred</u> <u>five dollars</u>	<u>\$ 43,615<sup>00</sup></u>
10.	Crushed Stone	304 C.Y.	<u>\$ 80<sup>00</sup></u> <u>eighty dollars</u>	<u>\$ 24,320<sup>00</sup></u>



11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>\$ 76<sup>00</sup></u> <u>seventy six</u> <u>dollars</u>	<u>\$ 5,700<sup>00</sup></u>
12.	Flowable Fill	110 C.Y.	<u>\$ 225<sup>00</sup></u> <u>two hundred</u> <u>twenty five dollars</u>	<u>\$ 24,750<sup>00</sup></u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>\$ 1,500<sup>00</sup></u> <u>one thousand five</u> <u>hundred dollars</u>	<u>\$ 90,000<sup>00</sup></u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>\$ 13,000<sup>00</sup></u> <u>thirteen thousand</u> <u>dollars</u>	<u>\$ 26,000<sup>00</sup></u>
15.	200# Rock Rip Rap	275 Ton	<u>\$ 73<sup>00</sup></u> <u>seventy three</u> <u>dollars</u>	<u>\$ 20,075<sup>00</sup></u>
16.	Geotextile Fabric	500 S.Y.	<u>\$ 5<sup>50</sup></u> <u>five dollars and</u> <u>fifty cents</u>	<u>\$ 2,750<sup>00</sup></u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>\$ 225<sup>00</sup></u> <u>two hundred twenty</u> <u>five dollars</u>	<u>\$ 59,400<sup>00</sup></u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>\$ 2,400<sup>00</sup></u> <u>two thousand four</u> <u>hundred dollars</u>	<u>\$ 28,800<sup>00</sup></u>
19.	15" HDPE Pipe	88 L.F.	<u>\$ 46<sup>00</sup></u> <u>forty six dollars</u>	<u>\$ 4,048<sup>00</sup></u>
20.	15" Pipe Collar	1 EA.	<u>\$ 825<sup>00</sup></u> <u>eight hundred</u> <u>twenty five</u> <u>dollars</u>	<u>\$ 825<sup>00</sup></u>
21.	15" Branch Connection	2 EA.	<u>\$ 825<sup>00</sup></u> <u>eight hundred</u> <u>twenty five dollars</u>	<u>\$ 1,650<sup>00</sup></u>
22.	Maintenance of Traffic	1 L.S.	<u>\$ 10,000<sup>00</sup></u> <u>ten thousand</u> <u>dollars</u>	<u>\$ 10,000<sup>00</sup></u>
23.	Diversion Channel	1 Each	<u>\$ 2,500<sup>00</sup></u> <u>two thousand five</u> <u>hundred dollars</u>	<u>\$ 2,500<sup>00</sup></u>

24.	Solid Sodding	2,300 S.Y.	<u>\$12<sup>00</sup></u> <u>twelve dollars</u>	\$ <u>27,600<sup>00</sup></u>
25.	Construction Fencing	750 L.F.	<u>\$7<sup>00</sup></u> <u>seven dollars</u>	\$ <u>5,250<sup>00</sup></u>

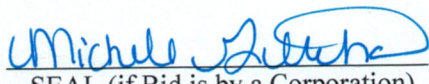
**TOTAL OF BID ITEMS (1-25)**\$ 497,188<sup>00</sup>

\$ four hundred ninety seven thousand one hundred eighty eight  
**(TOTAL IN WORDS)** dollars and no cents

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

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

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

**RESPECTFULLY SUBMITTED:**Company DNA Underground, LLCSignature Title OwnerAddress 16101 S Swan RoadGulfport, MS 39503Attest:   
SEAL (if Bid is by a Corporation)

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Corporation.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>fifty thousand dollars</u> <u>and no cents</u> <u>50,000.00</u>	\$ <u>50,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>Twenty four thousand</u> <u>dollars and no cents</u> <u>24,000.00</u>	\$ <u>24,000.00</u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>Twenty dollars and</u> <u>no cents</u> <u>20.00</u>	\$ <u>9,760.00</u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>forty seven dollars</u> <u>and no cents</u> <u>47.00</u>	\$ <u>9,588.00</u>
5.	Removal of Flared End Section	8 Each	<u>one thousand two hundred</u> <u>dollars and no cents</u> <u>1,200.00</u>	\$ <u>9,600.00</u>
6.	Erosion Control Measures	1 L.S.	<u>Six thousand dollars</u> <u>and no cents</u> <u>6,000.00</u>	\$ <u>6,000.00</u>
7.	Structure Excavation	1,107 C.Y.	<u>Seventeen dollars</u> <u>and fifty cents</u> <u>17.50</u>	\$ <u>19,372.50</u>
8.	Select Borrow Material	815 C.Y.	<u>Twenty Six dollars and</u> <u>Sixty cents</u> <u>26.60</u>	\$ <u>21,679.00</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>Three hundred Ten dollars</u> <u>and no cents</u> <u>310.00</u>	\$ <u>44,330.00</u>
10.	Crushed Stone	304 C.Y.	<u>one hundred dollars</u> <u>and no cents</u> <u>100.00</u>	\$ <u>30,400.00</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>one hundred thirty dollars and no cents</u> 130.00	\$ <u>9,750.00</u>
12.	Flowable Fill	110 C.Y.	<u>Three hundred fifty dollars and no cents</u> 350.00	\$ <u>38,500.00</u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>one thousand four hundred forty five dollars and no cents</u> 1,445.00	\$ <u>86,700.00</u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>fourteen thousand dollars and no cents</u> 14,000.00	\$ <u>28,000.00</u>
15.	200# Rock Rip Rap	275 Ton	<u>Seventy two dollars and no cents</u> 72.00	\$ <u>19,800.00</u>
16.	Geotextile Fabric	500 S.Y.	<u>five dollars and no cents</u> 5.00	\$ <u>2,500.00</u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>Two hundred sixty five dollars and no cents</u> 265.00	\$ <u>69,960.00</u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>Three thousand eight hundred dollars and no cents</u> 3,800.00	\$ <u>45,600.00</u>
19.	15" HDPE Pipe	88 L.F.	<u>ninety one dollars and forty cents</u> 91.40	\$ <u>8,043.20</u>
20.	15" Pipe Collar	1 EA.	<u>Two thousand five hundred dollars and no cents</u> 2,500.00	\$ <u>2,500.00</u>
21.	15" Branch Connection	2 EA.	<u>Three thousand dollars and no cents</u> 3,000.00	\$ <u>6,000.00</u>
22.	Maintenance of Traffic	1 L.S.	<u>eight thousand five hundred dollars and no cents</u> 8,500.00	\$ <u>8,500.00</u>
23.	Diversion Channel	1 Each	<u>Ten thousand dollars and no cents</u> 10,000.00	\$ <u>10,000.00</u>

24.	Solid Sodding	2,300 S.Y.	<u>Ten dollars and</u> <u>no cents</u> <u>10.00</u>	\$ <u>23,000.00</u>
25.	Construction Fencing	750 L.F.	<u>Ten dollars and</u> <u>no cents</u> <u>10.00</u>	\$ <u>7,500.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ 591,082.70


\$ Five hundred ninety one thousand eighty two dollars and seventy cents  
(TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc.  
 Signature   
 Title President  
 Address P.O. Box 7530  
Columbus, MS 39705

Attest:   
 SEAL (if Bid is by a Corporation)

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of Ausborn Construction Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a Corporation.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

— 0 —  
\_\_\_\_\_

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE IN WORDS AND FIGURES</b>	<b>TOTAL PRICE</b>
1.	Mobilization	1 L.S.	<u>Sixty one Thousand</u> <u>61,000.<sup>00</sup></u>	\$ <u>61,000.<sup>00</sup></u>
2.	Clearing and Grubbing	1 L.S.	<u>Five Thousand</u> <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>FIFTEEN</u> <u>15.<sup>00</sup></u>	\$ <u>7,320.<sup>00</sup></u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>FIFTEEN</u> <u>15.<sup>00</sup></u>	\$ <u>3,060.<sup>00</sup></u>
5.	Removal of Flared End Section	8 Each	<u>Five Hundred</u> <u>500.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
6.	Erosion Control Measures	1 L.S.	<u>Five Thousand</u> <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
7.	Structure Excavation	1,107 C.Y.	<u>Twenty</u> <u>20.<sup>00</sup></u>	\$ <u>22,140.<sup>00</sup></u>
8.	Select Borrow Material	815 C.Y.	<u>Thirty</u> <u>30.<sup>00</sup></u>	\$ <u>24,450.<sup>00</sup></u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>Two Hundred Seventy Five</u> <u>275.<sup>00</sup></u>	\$ <u>39,325.<sup>00</sup></u>
10.	Crushed Stone	304 C.Y.	<u>One Hundred</u> <u>100.<sup>00</sup></u>	\$ <u>30,400.<sup>00</sup></u>



11.	Bedding Material (Type I DOT Aggregate)	75 C.Y.	ONE Hundred Twenty Five 125. <sup>00</sup>	\$ 9,375. <sup>00</sup>
12.	Flowable Fill	110 C.Y.	Three Hundred Fifty 350. <sup>00</sup>	\$ 38,500. <sup>00</sup>
13.	12' x 4' Precast Box Culvert	60 L.F.	Twenty Seven Hundred Fifty Five 2755. <sup>00</sup>	\$ 165,300. <sup>00</sup>
14.	12' x 4' Precast Wing Wall	2 EA.	Eighty Six Hundred 4300. <sup>00</sup>	\$ 8,600. <sup>00</sup>
15.	200# Rock Rip Rap	275 Ton	One Hundred 100. <sup>00</sup>	\$ 27,500. <sup>00</sup>
16.	Geotextile Fabric	500 S.Y.	Five 5. <sup>00</sup>	\$ 2,500. <sup>00</sup>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	Two Hundred Ninety Three 293. <sup>00</sup>	\$ 77,352. <sup>00</sup>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	Thirty Eight Hundred Fifty 3850. <sup>00</sup>	\$ 46,200. <sup>00</sup>
19.	15" HDPE Pipe	88 L.F.	Thirty one Dollars 25/100 31. <sup>25</sup>	\$ 2,750. <sup>00</sup>
20.	15" Pipe Collar	1 EA.	Twenty Five Hundred 2500. <sup>00</sup>	\$ 2,500. <sup>00</sup>
21.	15" Branch Connection	2 EA.	Seven Hundred Fifty 750. <sup>00</sup>	\$ 1,500. <sup>00</sup>
22.	Maintenance of Traffic	1 L.S.	Five Thousand 5000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
23.	Diversion Channel	1 Each	Sixteen Thousand 16,000. <sup>00</sup>	\$ 16,000. <sup>00</sup>

24.	Solid Sodding	2,300 S.Y.	<u>Eight</u>	
			<u>6.<sup>00</sup></u>	\$ <u>18,400.<sup>00</sup></u>
25.	Construction Fencing	750 L.F.	<u>Six Dollars</u>	
			<u>6.<sup>00</sup></u>	\$ <u>4,500.<sup>00</sup></u>

**TOTAL OF BID ITEMS (1-25)** \$ 627,672.<sup>00</sup>

\$ Six Hundred Twenty Seven Thousand, Six Hundred Seventy Two + <sup>00</sup>/<sub>100</sub>  
**(TOTAL IN WORDS)**

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

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

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

RESPECTFULLY SUBMITTED:

Company Augsbarn Construction Co., Inc. Attest: Donna Weeks  
Signature [Signature] SEAL (if Bid is by a Corporation)  
Title President  
Address P.O. Drawer 309  
Okolona, MS. 38860

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of COOK and SON LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as an 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 MITCHELL ROAD CROSSDRAINS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

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

**CONTRACT – MITCHELL ROAD CROSSDRAINS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>Ninety Four Thousand</u> <u>Six Hundred Fifty Nine Dollars</u> <u>and ninety Three Cents \$94,659.<sup>93</sup></u>	\$ <u>94,659.<sup>93</sup></u>
2.	Clearing and Grubbing	1 L.S.	<u>Twenty Thousand Dollars</u> <u>and Zero Cents</u> <u>\$ 20,000</u>	\$ <u>20,000.<sup>00</sup></u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>Twenty Five Dollars</u> <u>and Zero Cents</u> <u>\$ 25.<sup>00</sup></u>	\$ <u>12,200.<sup>00</sup></u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>One Hundred Forty</u> <u>Six Dollars and Zero Cents</u> <u>\$ 146.<sup>00</sup></u>	\$ <u>29,784.<sup>00</sup></u>
5.	Removal of Flared End Section	8 Each	<u>One Thousand Five Hundred</u> <u>Dollars and Zero Cents</u> <u>\$ 1,500.<sup>00</sup></u>	\$ <u>12,000.<sup>00</sup></u>
6.	Erosion Control Measures	1 L.S.	<u>Fifteen Thousand Dollars</u> <u>and Zero Cents</u> <u>\$ 15,000.<sup>00</sup></u>	\$ <u>15,000.<sup>00</sup></u>
7.	Structure Excavation	1,107 C.Y.	<u>Forty Dollars and</u> <u>Zero Cents</u> <u>\$ 40.<sup>00</sup></u>	\$ <u>44,280.<sup>00</sup></u>
8.	Select Borrow Material	815 C.Y.	<u>Thirty Five Dollars</u> <u>and Zero Cents</u> <u>\$ 35.<sup>00</sup></u>	\$ <u>28,525.<sup>00</sup></u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>Two Hundred Fifty</u> <u>Dollars and Zero Cents</u> <u>\$ 250.<sup>00</sup></u>	\$ <u>35,750.<sup>00</sup></u>
10.	Crushed Stone	304 C.Y.	<u>One Hundred Dollars</u> <u>and Zero Cents</u> <u>\$ 100.<sup>00</sup></u>	\$ <u>30,400.<sup>00</sup></u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	<u>One Hundred Dollars</u> <u>and Zero cents</u> <u>\$100.00</u>	\$ <u>7,500.00</u>
12.	Flowable Fill	110 C.Y.	<u>One Hundred sixty</u> <u>Five Dollars and Zero cents</u> <u>\$165.00</u>	\$ <u>18,150.00</u>
13.	12' x 4' Precast Box Culvert	60 L.F.	<u>One Thousand Seven</u> <u>Hundred Fifty Dollars and</u> <u>Zero cents \$1,750.00</u>	\$ <u>105,000.00</u>
14.	12' x 4' Precast Wing Wall	2 EA.	<u>Four Thousand Dollars</u> <u>and Zero cents</u> <u>\$4,000.00</u>	\$ <u>8,000.00</u>
15.	200# Rock Rip Rap	275 Ton	<u>Fifty Five Dollars</u> <u>and Zero cents</u> <u>\$55.00</u>	\$ <u>15,125.00</u>
16.	Geotextile Fabric	500 S.Y.	<u>Two Dollars and Fifty</u> <u>Cents</u> <u>\$2.50</u>	\$ <u>1,250.00</u>
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	<u>One Hundred Eighty</u> <u>Dollars and Zero cents</u> <u>\$180.00</u>	\$ <u>47,520.00</u>
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	<u>Four Thousand Dollars</u> <u>and Zero cents</u> <u>\$4,000.00</u>	\$ <u>48,000.00</u>
19.	15" HDPE Pipe	88 L.F.	<u>Sixty Dollars and</u> <u>Zero cents</u> <u>\$60.00</u>	\$ <u>5,280.00</u>
20.	15" Pipe Collar	1 EA.	<u>One Thousand Five</u> <u>Hundred Dollars and Zero</u> <u>Cents \$1,500.00</u>	\$ <u>1,500.00</u>
21.	15" Branch Connection	2 EA.	<u>One Thousand Five</u> <u>Hundred Dollars and Zero</u> <u>Cents \$1,500.00</u>	\$ <u>3,000.00</u>
22.	Maintenance of Traffic	1 L.S.	<u>Ten Thousand Dollars</u> <u>and Zero cents</u> <u>\$10,000.00</u>	\$ <u>10,000.00</u> <del>\$10,000.00</del>
23.	Diversion Channel	1 Each	<u>Twenty Five Thousand</u> <u>Dollars and Zero cents</u> <u>\$25,000.00</u>	\$ <u>25,000.00</u>

24.	Solid Sodding	2,300 S.Y.	<u>Six Dollars and</u> <u>Zero cents</u> <u>\$ 6.00</u>	<u>\$ 13,800.00</u>
25.	Construction Fencing	750 L.F.	<u>Six Dollars and</u> <u>Zero cents</u> <u>\$ 6.00</u>	<u>\$ 4,500.00</u>

**TOTAL OF BID ITEMS (1-25)**\$ 636,223.93


\$ Six Hundred Thirty six Thousand Two Hundred Twenty Three Dollars and Ninety Three Cents  
(TOTAL IN WORDS)

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

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

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

**RESPECTFULLY SUBMITTED:**

Company Cook and Son Inc Attest: \_\_\_\_\_  
 Signature  SEAL (if Bid is by a Corporation)  
 Title owner/managing member  
 Address 60146 Seminole Rd.  
Smithville MS 38870



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director of Public Works  
**DATE:** December 21, 2023  
**SUBJECT:** IN THE MATTER OF BID APPROVAL MEDICAL PARK CIRCLE PIPE REPLACEMENT BID NO. 2023-059PW - CW

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### **Request:**

Request to approve the bid for the Medical Park Pipe Replacement Project.

This work consists of the replacement of approximately 300 ft of failed and undersized storm drain pipe culvert and drainage structures near Medical Park Circle

11 bidders responded.

We request to award the bid to lowest and best bidder – Townes Construction Company, Inc.

Townes Construction Bid Amount \$314,530.40.

Engineers estimate for the project is \$441,035.00. Difference of -\$126,504.60

2023-059PW Medical Park Circle Pipe Replacement

BID #

Name	CR	BID BOND	Signed	ADD	Bid Amount	Non-Collusion
AUSBERN CONST	08212-MC	SWISS RE	PRES		\$ 931,420.00	
COOK & SON	22593-MC	GRAY	ONWER		\$ 495,930.00	
ENSCOR	12345-MC	TRAVELERS	ONWER		\$ 412,290.00	
EUBANK CONST	24650-MC	ENDURANCE	VP		\$ 634,108.00	
HODGES CONST	13510-MC	GRAY	PRES		\$ 391,920.87	
PATTON CONST	15777-MC	GRAY	MANAGER		\$ 339,435.00	
SMITHEY CONST	04370-MC	GRAY	PRES		\$ 466,802.05	
PHILLIPS CONTRACT	00229-MC	FIDELITY	PRES		\$ 440,541.00	
STE-BIL GRADING	22458-MC	OLD REPUBLIC	PRES		\$ 386,950.00	
TOWNES CONST	07443-MS	GRANITE RE	PRES		\$ 314,530.40	



**MEDICAL PARK CIRCLE PIPE REPLACEMENT  
CITY OF TUPELO, MISSISSIPPI  
(SIGN IN SHEET)**

Bid Opening, December 20, 2023

NAME	COMPANY
John White	ESI
Tyler Hathcock	ESI
Shawn Gray	Townes Const
Brady Thompson	Cook and Son, LLC
JETH CARKES	JAMES H. HODGES CONST.
Chuck Williams	Public Works
Josh Grubbs	Public Works
Allen Tartum	Phillips Const.
Collins Simpson	Ste-Bil Contracting
ROBBY SANDEN	ICM
Terry Ausbern	Ausbern Const.
Ben Hunter	ICM
Nick Clark	Enscor
Stephen H. Reed	COT
Ben Logan	COT
Mac Dillard	COT

**TABULATION OF BIDS**  
**Medical Park Circle Pipe Replacement**  
**City of Tupelo, MS**  
**Project No. T23-415**

BIDS RECEIVED		Engineer Estimate		Townies Construction Co., Inc.		Patton Construction, LLC		Stie-Bil Grading Inc.	
December 20, 2023 @ 10:00 am		Grenada, MS		P.O. Box 1074		Pontotoc, MS		Waterford, MS	
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$16,199.00	\$16,199.00	\$15,000.00	\$15,000.00
2	Cleaning and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$12,199.00	\$12,199.00	\$5,000.00	\$5,000.00
3	Removal of Concrete Pavement	260	SY	\$30.00	\$7,800.00	\$10.00	\$2,600.00	\$5.00	\$1,300.00
4	Removal of Concrete Curb	163	LF	\$15.00	\$2,445.00	\$10.00	\$1,630.00	\$5.00	\$815.00
5	Removal of Pipes (All Type)	299	LF	\$30.00	\$8,970.00	\$15.00	\$4,485.00	\$10.00	\$2,990.00
6	Removal of Junction Box and Inlet	3	EA	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
7	Removal of Sewer Line	140	LF	\$15.00	\$2,100.00	\$10.00	\$1,400.00	\$20.00	\$2,800.00
8	Removal and Salvage of Business Sign	3	EA	\$2,000.00	\$6,000.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00
9	Erosion Control Measures	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
10	Structure Excavation	1,075	CY	\$15.00	\$16,125.00	\$12.00	\$12,900.00	\$16.00	\$17,200.00
11	Select Borrow Material	1,100	CY	\$25.00	\$27,500.00	\$15.50	\$17,050.00	\$18.00	\$19,800.00
12	Crushed Stone	280	CY	\$100.00	\$28,000.00	\$69.85	\$19,558.00	\$100.00	\$28,000.00
13	88"x54" Concrete Arch Pipe	200	LF	\$550.00	\$110,000.00	\$386.70	\$77,340.00	\$500.00	\$100,000.00
14	88"x54" Concrete Flared End Section	1	EA	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00
15	88"x54" Headwall	1	EA	\$10,000.00	\$10,000.00	\$6,300.00	\$6,300.00	\$10,000.00	\$10,000.00
16	Slotted Inlet	1	EA	\$20,000.00	\$20,000.00	\$6,300.00	\$6,300.00	\$10,000.00	\$10,000.00
17	Junction Box with Grate Inlet	1	EA	\$20,000.00	\$20,000.00	\$6,825.00	\$6,825.00	\$10,000.00	\$10,000.00
18	Concrete Pavement	270	SY	\$80.00	\$21,600.00	\$101.00	\$27,270.00	\$85.00	\$22,950.00
19	Concrete Curb	161	LF	\$20.00	\$3,220.00	\$42.40	\$6,826.40	\$30.00	\$4,830.00
20	Sewer Manhole	2	EA	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00	\$4,500.00	\$9,000.00
21	8" Ductile Iron Sewer Pipe	110	LF	\$65.00	\$7,150.00	\$165.00	\$18,150.00	\$85.00	\$9,350.00
22	Solid Sodding	2,000	SY	\$6.00	\$12,000.00	\$6.00	\$12,000.00	\$4.50	\$9,000.00
23	200# Rip Rap	125	TON	\$75.00	\$9,375.00	\$50.00	\$6,250.00	\$80.00	\$10,000.00
24	Construction Fencing	550	LF	\$5.00	\$2,750.00	\$3.00	\$1,650.00	\$8.00	\$4,400.00
25	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
				<b>\$441,035.00</b>	<b>\$314,530.40</b>	<b>\$339,435.00</b>	<b>\$86,950.00</b>		

Total Base Bid

**TABULATION OF BIDS**  
**Medical Park Circle Pipe Replacement**  
**City of Tupelo, MS**  
**Project No. T23-415**

BIDS RECEIVED		James A. Hodges Construction		ENSCOR, LLC		Phillips Contracting Co., Inc.		Paul Smithy Const. Co., Inc.	
December 20, 2023 @ 10:00 am		Satellite, MS		Arlington, TN		Columbus, MS 39705		P.O. Box 357	
Pay Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$38,722.37	\$38,722.37	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00
2	Cleaning and Grubbing	1	LS	\$2,500.00	\$2,500.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00
3	Removal of Concrete Pavement	260	SY	\$18.90	\$4,914.00	\$10.00	\$2,600.00	\$30.75	\$7,995.00
4	Removal of Concrete Curb	163	LF	\$5.00	\$815.00	\$16.30	\$2,678.10	\$24.50	\$3,993.50
5	Removal of Pipes (All Type)	299	LF	\$18.06	\$5,399.94	\$20.00	\$5,980.00	\$25.00	\$7,475.00
6	Removal of Junction Box and Inlet	3	EA	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
7	Removal of Sewer Line	140	LF	\$15.00	\$2,100.00	\$40.00	\$5,600.00	\$25.00	\$3,500.00
8	Removal and Salvage of Business Sign	3	EA	\$1,666.67	\$5,000.01	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00
9	Erosion Control Measures	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
10	Structure Excavation	1,075	CY	\$12.00	\$12,900.00	\$5.00	\$5,375.00	\$9.00	\$9,675.00
11	Select Borrow Material	1,100	CY	\$14.00	\$15,400.00	\$14.00	\$15,400.00	\$25.50	\$28,050.00
12	Crushed Stone	200	CY	\$97.54	\$19,508.00	\$100.00	\$20,000.00	\$120.00	\$24,000.00
13	88"x54" Concrete Arch Pipe	280	LF	\$479.67	\$134,307.60	\$650.00	\$182,000.00	\$485.00	\$135,800.00
14	88"x54" Concrete Flared End Section	1	EA	\$7,406.25	\$7,406.25	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00
15	88"x54" Headwall	1	EA	\$19,493.93	\$19,493.93	\$16,000.00	\$16,000.00	\$27,500.00	\$27,500.00
16	Slotted Inlet	1	EA	\$23,138.91	\$23,138.91	\$15,000.00	\$15,000.00	\$11,300.00	\$11,300.00
17	Junction Box with Grate Inlet	1	EA	\$24,055.87	\$24,055.87	\$18,000.00	\$18,000.00	\$12,900.00	\$12,900.00
18	Concrete Pavement	270	SY	\$83.00	\$22,410.00	\$150.00	\$40,500.00	\$111.25	\$30,037.50
19	Concrete Curb	161	LF	\$23.59	\$3,797.99	\$30.00	\$4,830.00	\$40.00	\$6,440.00
20	Sewer Manhole	2	EA	\$5,375.00	\$10,750.00	\$4,000.00	\$8,000.00	\$9,300.00	\$18,600.00
21	8" Ductile Iron Sewer Pipe	110	LF	\$62.50	\$6,875.00	\$11,000.00	\$12,100.00	\$9,900.00	\$10,890.00
22	Solid Sodding	2,000	SY	\$7.480.00	\$14,960.00	\$5.00	\$10,000.00	\$10.00	\$20,000.00
23	200# Rip Rap	125	TON	\$74.36	\$9,295.00	\$65.00	\$8,125.00	\$85.00	\$10,625.00
24	Construction Fencing	550	LF	\$5.00	\$2,750.00	\$5.00	\$2,750.00	\$10.00	\$5,500.00
25	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
				<b>\$391,919.87</b>	<b>\$412,290.00</b>	<b>\$440,541.00</b>	<b>\$46,892.05</b>		

Total Base Bid

TABULATION OF BIDS  
 Medical Park Circle Pipe Replacement  
 City of Tupelo, MS  
 Project No. T23-415

Pay Item No.	Item	Cook & Son Construction LLC 60146 Seminole Road Smithville, MS			Eulbank Construction Co. 2011 North Second St. Booneville, MS			Ausbern Construction Co., Inc. P.O. Drawer 329 Okolona, MS		
		Quantity	Units	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	\$78,000.00	\$78,000.00	\$15,000.00	\$15,000.00	\$60,000.00	\$60,000.00	
2	Cleaning and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	
3	Removal of Concrete Pavement	260	SY	\$25.00	\$6,500.00	\$40.00	\$10,400.00	\$25.00	\$6,500.00	
4	Removal of Concrete Curb	163	LF	\$25.00	\$4,075.00	\$12.00	\$1,956.00	\$15.00	\$2,445.00	
5	Removal of Pipes (All Type)	299	LF	\$50.00	\$14,950.00	\$18.00	\$5,382.00	\$30.00	\$8,970.00	
6	Removal of Junction Box and Inlet	3	EA	\$2,500.00	\$7,500.00	\$1,800.00	\$5,400.00	\$3,000.00	\$9,000.00	
7	Removal of Sewer Line	140	LF	\$40.00	\$5,600.00	\$28.00	\$3,920.00	\$19.50	\$2,730.00	
8	Removal and Salvage of Business Sign	3	EA	\$3,000.00	\$9,000.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00	
9	Erosion Control Measures	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	
10	Structure Excavation	1,075	CY	\$40.00	\$43,000.00	\$19.00	\$20,425.00	\$60.00	\$64,500.00	
11	Select Borrow Material	1,100	CY	\$35.00	\$38,500.00	\$35.00	\$38,500.00	\$75.00	\$82,500.00	
12	Crushed Stone	200	CY	\$80.00	\$16,000.00	\$125.00	\$25,000.00	\$175.00	\$35,000.00	
13	88"x64" Concrete Arch Pipe	280	LF	\$393.00	\$110,040.00	\$750.00	\$210,000.00	\$1,120.00	\$313,600.00	
14	88"x64" Concrete Flared End Section	1	EA	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	
15	88"x64" Headwall	1	EA	\$19,500.00	\$19,500.00	\$50,000.00	\$50,000.00	\$77,500.00	\$77,500.00	
16	Slotted Inlet	1	EA	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$34,000.00	\$34,000.00	
17	Junction Box with Grate Inlet	1	EA	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00	\$46,500.00	\$46,500.00	
18	Concrete Pavement	270	SY	\$95.00	\$25,650.00	\$140.00	\$37,800.00	\$150.00	\$40,500.00	
19	Concrete Curb	161	LF	\$40.00	\$6,440.00	\$75.00	\$12,075.00	\$75.00	\$12,075.00	
20	Sewer Manhole	2	EA	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00	\$6,500.00	\$13,000.00	
21	8" Ductile Iron Sewer Pipe	110	LF	\$100.00	\$11,000.00	\$185.00	\$20,350.00	\$85.00	\$9,350.00	
22	Solid Sodding	2,000	SY	\$6.00	\$12,000.00	\$5.00	\$10,000.00	\$10.00	\$20,000.00	
23	200# Rip Rap	125	TON	\$6,875.00	\$8,593.75	\$120.00	\$15,000.00	\$150.00	\$18,750.00	
24	Construction Fencing	550	LF	\$6.00	\$3,300.00	\$30.00	\$16,500.00	\$10.00	\$5,500.00	
25	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	
				<b>Total Base Bid</b>	<b>\$495,930.00</b>	<b>\$634,108.00</b>	<b>\$931,420.00</b>			

December 20, 2023

T23-415

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804  
Attention: Chuck Williams

**RE: MEDICAL PARK CIRCLE PIPE REPLACEMENT**

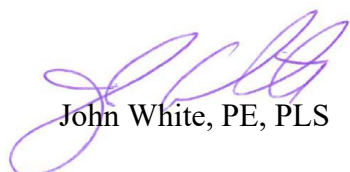
Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that Townes Construction Company, Inc. of Grenada, MS, submitted the lowest bid in the amount of \$314,530.40.

The Engineers estimate was \$441,035.00. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

John White	Engineering Solutions, Inc.
Tyler Hathcock	Engineering Solutions, Inc.
Shawn Gray	Townes Construction Co., Inc.
Brady Thompson	Cook & Son, LLC
John Oakes	James A. Hodges Construction
Chuck Williams	City of Tupelo
Josh Grubbs	City of Tupelo
Allen Tatum	Phillips Contracting Co., Inc
Collins Simpson	Ste-Bil Grading
Robby Sandlin	ICM
Terry Ausbern	Ausbern Construction
Ben Hunter	ICM
Nick Clark	ENSCOR LLC
Stephen Reed	City of Tupelo
Ben Logan	City of Tupelo
Traci Dillard	City of Tupelo



John White, PE, PLS

**MEDICAL PARK CIRCLE PIPE REPLACEMENT  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-059PW)**

Proposal of Paul Smithey Const. Co. Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a Corporation.\*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

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

**MEDICAL PARK CIRCLE PIPE REPLACEMENT  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-059PW )**

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

**CONTRACT – MEDICAL PARK CIRCLE PIPE REPLACEMENT**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>23,430.00</u> Twenty Three thousand Four Hundred Thirty Dollars and No cents	\$ <u>23,430.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>15,975.00</u> Fifteen Thousand Nine Hundred Seventy Five Dollars and No cents	\$ <u>15,975.00</u>
3.	Removal of Concrete Pavement	260 S.Y.	<u>52.19</u> Fifty Two Dollars and Nineteen cents	\$ <u>13,569.40</u>
4.	Removal of Concrete Curb	163 L. F.	<u>24.50</u> Twenty Four Dollars and Fifty cents	\$ <u>3,993.50</u>
5.	Removal of Pipe (All Type)	299 L. F.	<u>31.95</u> Thirty One Dollars and Ninety Five cents	\$ <u>9,553.05</u>
6.	Removal of Drainage Structures	3 Each	<u>2,662.50</u> Two thousand Six Hundred Sixty Two Dollars and Fifty cents	\$ <u>7,987.50</u>
7.	Removal of Sewer Line	140 L. F.	<u>15.98</u> Fifteen Dollars and Ninety Eight cents	\$ <u>2,237.20</u>
8.	Removal and Salvage of Business Sign	3 Each	<u>2,662.50</u> Two Thousand Six Hundred Sixty Two Dollars and Fifty cents	\$ <u>7,987.50</u>
9.	Erosion Control Measures	1 L.S.	<u>5,325.00</u> Five Thousand Three Hundred Twenty Five Dollars and No cents	\$ <u>5,325.00</u>

10.	Structure Excavation	1,075 C.Y.	<u>10.65</u> Ten Dollars and Sixty Five cents	\$ <u>11,448.75</u>
11.	Select Borrow Material	1,100 C.Y.	<u>27.69</u> Twenty Seven Dollars and Sixty Nine cents	\$ <u>30,459.00</u>
12.	Crushed Stone	200 C.Y.	<u>119.28</u> One Hundred Nineteen Dollars and Twenty Eight cents	\$ <u>23,856.00</u>
13.	88"x54" Concrete Arch Pipe	280 L.F.	<u>583.62</u> Five Hundred Eighty Three Dollars and Sixty Two cents	\$ <u>163,413.60</u>
14.	88"x54" Concrete Flared End Section	1 EA.	<u>10,117.50</u> Ten Thousand, One Hundred Seventeen Dollars and Fifty cents	\$ <u>10,117.50</u>
15.	88"x54" Headwall	1 EA.	<u>11,182.50</u> Eleven Thousand, One Hundred Eighty Two Dollars and Fifty cents	\$ <u>11,182.50</u>
16.	Slotted Inlet	1 EA.	<u>21,300.00</u> Twenty One Thousand Three Hundred Dollars and No cents	\$ <u>21,300.00</u>
17.	Junction Box with Grate Inlet	1 EA.	<u>21,300.00</u> Twenty One Thousand Three Hundred Dollars and No cents	\$ <u>21,300.00</u>
18.	Concrete Paving	270 S.Y.	<u>31.95</u> Thirty One Dollars and Ninety Five cents	\$ <u>8,626.50</u>
19.	Concrete Curb	161 L.F.	<u>53.25</u> Fifty Three Dollars and Twenty Five cents	\$ <u>8,573.25</u>
20.	Sewer Manhole	2 EA.	<u>5,857.50</u> Five Thousand Eight Hundred Fifty Seven Dollars and Fifty cents	\$ <u>11,715.00</u>
21.	8" Ductile Iron Sewer Pipe	110 L.F.	<u>69.23</u> Sixty Nine Dollars and Twenty Three cents	\$ <u>7,615.30</u>
22.	Solid Sodding	2,000 S.Y.	<u>10.92</u> Ten Dollars and Ninety Two cents	\$ <u>21,840.00</u>
23.	200# Rock Rip Rap	125 Ton	<u>89.46</u> Eighty Nine Dollars and Forty Six cents	\$ <u>11,182.50</u>

24.	Construction Fencing	550 L.F.	<u>5.33</u> <u>Five Dollars and</u> <u>Thirty Three Cents</u>	\$ <u>2,931.50</u>
25.	Maintenance of Traffic	1 L.S.	<u>11,182.50</u> <u>Eleven Thousand One Hundred</u> <u>Eighty Two Dollars and</u> <u>Fifty Cents</u>	\$ <u>11,182.50</u>

**TOTAL OF BID ITEMS (1-25)**\$ 466,802.05

\$ Four Hundred Sixty Six Thousand Eight Hundred Two Dollars  
(TOTAL IN WORDS) and Five Cents

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

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

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

**RESPECTFULLY SUBMITTED:**Company Paul Smiley Const. Co., Inc

Attest:

Margaret Routh  
SEAL (if Bid is by a Corporation)Signature [Signature]Title PresidentAddress PO Box 357Belden, MS 38826



10.	Structure Excavation	1,075 C.Y.	<u>nine dollars and no cents</u> <u>9.00</u>	\$ <u>9,675.00</u>
11.	Select Borrow Material	1,100 C.Y.	<u>Twenty five dollars and fifty cents</u> <u>25.50</u>	\$ <u>28,050.00</u>
12.	Crushed Stone	200 C.Y.	<u>one hundred twenty dollars and no cents</u> <u>120.00</u>	\$ <u>24,000.00</u>
13.	88"x54" Concrete Arch Pipe	280 L.F.	<u>four hundred eighty five dollars and no cents</u> <u>485.00</u>	\$ <u>135,800.00</u>
14.	88"x54" Concrete Flared End Section	1 EA.	<u>eight thousand five hundred dollars and no cents</u> <u>8,500.00</u>	\$ <u>8,500.00</u>
15.	88"x54" Headwall	1 EA.	<u>Twenty Seven Thousand five hundred dollars and no cents</u> <u>27,500.00</u>	\$ <u>27,500.00</u>
16.	Slotted Inlet	1 EA.	<u>eleven thousand three hundred dollars and no cents</u> <u>11,300.00</u>	\$ <u>11,300.00</u>
17.	Junction Box with Grate Inlet	1 EA.	<u>Twelve thousand one hundred dollars and no cents</u> <u>12,900.00</u>	\$ <u>12,900.00</u>
18.	Concrete Paving	270 S.Y.	<u>one hundred eleven dollars and twenty five cents</u> <u>111.25</u>	\$ <u>30,037.50</u>
19.	Concrete Curb	161 L.F.	<u>forty dollars and no cents</u> <u>40.00</u>	\$ <u>6,440.00</u>
20.	Sewer Manhole	2 EA.	<u>nine thousand three hundred dollars and no cents</u> <u>9,300.00</u>	\$ <u>18,600.00</u>
21.	8" Ductile Iron Sewer Pipe	110 L.F.	<u>ninety dollars and no cents</u> <u>90.00</u>	\$ <u>9,900.00</u>
22.	Solid Sodding	2,000 S.Y.	<u>Ten dollars and no cents</u> <u>10.00</u>	\$ <u>20,000.00</u>
23.	200# Rock Rip Rap	125 Ton	<u>ninety five dollars and no cents</u> <u>95.00</u>	\$ <u>11,875.00</u>

24.	Construction Fencing	550 L.F.	<u>Ten dollars and no cents</u> <u>10.00</u>	\$ <u>5,500.00</u>
25.	Maintenance of Traffic	1 L.S.	<u>Five thousand dollars and no cents</u> <u>5,000.00</u>	\$ <u>5,000.00</u>

TOTAL OF BID ITEMS (1-25) 6A 440,541.00 6A  
\$ 435,541.00

\$ four hundred <sup>forty</sup> thirty five Thousand five hundred forty one dollars and no cents  
(TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc.  
 Signature *[Signature]*  
 Title President  
 Address P.O. Box 7530  
Columbus, MS 39705

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

**MEDICAL PARK CIRCLE PIPE REPLACEMENT  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-059PW )**

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

**CONTRACT – MEDICAL PARK CIRCLE PIPE REPLACEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>35,000.<sup>00</sup></u> <u>Thirty Five Thousand</u>	\$ <u>35,000.<sup>00</sup></u>
2.	Clearing and Grubbing	1 L.S.	<u>4000.<sup>00</sup></u> <u>Four Thousand</u>	\$ <u>4000.<sup>00</sup></u>
3.	Removal of Concrete Pavement	260 S.Y.	<u>10.<sup>00</sup></u> <u>Ten dollars</u>	\$ <u>2600.<sup>00</sup></u>
4.	Removal of Concrete Curb	163 L. F.	<u>10.<sup>00</sup></u> <u>Ten dollars</u>	\$ <u>1630.<sup>00</sup></u>
5.	Removal of Pipe (All Type)	299 L. F.	<u>10.<sup>00</sup></u> <u>Ten dollars</u>	\$ <u>2990.<sup>00</sup></u>
6.	Removal of Drainage Structures	3 Each	<u>1000.<sup>00</sup></u> <u>One Thousand</u>	\$ <u>3000.<sup>00</sup></u>
7.	Removal of Sewer Line	140 L. F.	<u>10.<sup>00</sup></u> <u>Ten dollars</u>	\$ <u>1400.<sup>00</sup></u>
8.	Removal and Salvage of Business Sign	3 Each	<u>1000.<sup>00</sup></u> <u>One Thousand</u>	\$ <u>3000.<sup>00</sup></u>
9.	Erosion Control Measures	1 L.S.	<u>5000.<sup>00</sup></u> <u>Five Thousand</u>	\$ <u>5000.<sup>00</sup></u>

10.	Structure Excavation	1,075 C.Y.	<u>10.<sup>00</sup></u> <u>Ten dollars</u>	\$ <u>10,750.<sup>00</sup></u>
11.	Select Borrow Material	1,100 C.Y.	<u>25.<sup>00</sup></u> <u>Twenty Five dollars</u>	\$ <u>27,500.<sup>00</sup></u>
12.	Crushed Stone	200 C.Y.	<u>100.<sup>00</sup></u> <u>One Hundred</u>	\$ <u>20,000.<sup>00</sup></u>
13.	88"x54" Concrete Arch Pipe	280 L.F.	<u>425.<sup>00</sup></u> <u>Four Hundred Twenty Five</u>	\$ <u>119,000.<sup>00</sup></u>
14.	88"x54" Concrete Flared End Section	1 EA.	<u>12,000.<sup>00</sup></u> <u>Twelve Thousand</u>	\$ <u>12,000.<sup>00</sup></u>
15.	88"x54" Headwall	1 EA.	<u>20,000.<sup>00</sup></u> <u>Twenty Thousand</u>	\$ <u>20,000.<sup>00</sup></u>
16.	Slotted Inlet	1 EA.	<u>10,000.<sup>00</sup></u> <u>Ten Thousand</u>	\$ <u>10,000.<sup>00</sup></u>
17.	Junction Box with Grate Inlet	1 EA.	<u>10,000.<sup>00</sup></u> <u>Ten Thousand</u>	\$ <u>10,000.<sup>00</sup></u>
18.	Concrete Paving	270 S.Y.	<u>100.<sup>00</sup></u> <u>One Hundred</u>	\$ <u>27,000.<sup>00</sup></u>
19.	Concrete Curb	161 L.F.	<u>30.<sup>00</sup></u> <u>Thirty dollars</u>	\$ <del>500</del> <u>4830.<sup>00</sup></u>
20.	Sewer Manhole	2 EA.	<u>7500.<sup>00</sup></u> <u>Seventy Five Hundred</u>	\$ <u>15,000.<sup>00</sup></u>
21.	8" Ductile Iron Sewer Pipe	110 L.F.	<u>100.<sup>00</sup></u> <u>One Hundred</u>	\$ <u>11,000.<sup>00</sup></u>
22.	Solid Sodding	2,000 S.Y.	<u>8.<sup>00</sup></u> <u>Eight dollars</u>	\$ <del>16,000</del> <u>16,000.<sup>00</sup></u> <i>200</i>
23.	200# Rock Rip Rap	125 Ton	<u>100.<sup>00</sup></u> <u>One Hundred</u>	\$ <u>12,500.<sup>00</sup></u>

24.	Construction Fencing	550 L.F.	<u>5.<sup>00</sup></u> <u>Five dollars</u>	<u>\$ 2,750.<sup>00</sup></u>
25.	Maintenance of Traffic	1 L.S.	<u>10,000.<sup>00</sup></u> <u>Ten Thousand</u>	<u>\$ 10,000.<sup>00</sup></u>

**TOTAL OF BID ITEMS (1-25)** \$ 386,950.<sup>00</sup>

\$ Three Hundred Eighty Six Thousand Nine Hundred Fifty dollars  
**(TOTAL IN WORDS)**

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

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

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

RESPECTFULLY SUBMITTED:

Company STE-BIL GRADING INC.  
 Signature *Steel Baudales Bulleptony*  
 Title President  
 Address 148 CR 509  
WATERFORD, MS 38685

Attest: *Victoria Alland*  
 SEAL (if Bid is by a Corporation)

**MEDICAL PARK CIRCLE PIPE REPLACEMENT  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-059PW )**

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

**CONTRACT – MEDICAL PARK CIRCLE PIPE REPLACEMENT**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>16,199.00</u> <u>SIXTEEN THOUSAND ONE</u> <u>HUNDRED NINETY NINE</u> <u>DOLLARS</u>	\$ <u>16,199.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>12,199.00</u> <u>TWELVE THOUSAND ONE</u> <u>HUNDRED NINETY NINE DOLLARS</u>	\$ <u>12,199.00</u>
3.	Removal of Concrete Pavement	260 S.Y.	<u>10.00</u> <u>TEN DOLLARS - NO REATS</u>	\$ <u>2,600.00</u>
4.	Removal of Concrete Curb	163 L. F.	<u>10.00</u> <u>TEN DOLLARS - NO REATS</u>	\$ <u>1,630.00</u>
5.	Removal of Pipe (All Type)	299 L. F.	<u>15.00</u> <u>FIFTEEN DOLLARS</u> <u>NO REATS</u>	\$ <u>4,485.00</u>
6.	Removal of Drainage Structures	3 Each	<u>1,500.00</u> <u>ONE THOUSAND FIVE</u> <u>HUNDRED DOLLARS</u>	\$ <u>4,500.00</u>
7.	Removal of Sewer Line	140 L. F.	<u>10.00</u> <u>TEN DOLLARS</u>	\$ <u>1,400.00</u>
8.	Removal and Salvage of Business Sign	3 Each	<u>750.00</u> <u>SEVEN HUNDRED</u> <u>FIFTY DOLLARS</u>	\$ <u>2,250.00</u>
9.	Erosion Control Measures	1 L.S.	<u>2,500.00</u> <u>TWO THOUSAND FIVE</u> <u>HUNDRED DOLLARS</u>	\$ <u>2,500.00</u>

10.	Structure Excavation	1,075 C.Y.	<u>12.00</u> <u>TWELVE DOLLARS</u>	\$ <u>12,900.00</u>
11.	Select Borrow Material	1,100 C.Y.	<u>15.50</u> <u>FIFTEEN DOLLARS</u> <u>FIFTY CENTS</u>	\$ <u>17,050.00</u>
12.	Crushed Stone	200 C.Y.	<u>69.85</u> <u>SIXTY NINE DOLLARS</u> <u>EIGHTY FIVE CENTS</u>	\$ <u>13,970.00</u>
13.	88"x54" Concrete Arch Pipe	280 L.F.	<u>386.70</u> <u>THREE HUNDRED EIGHTY SIX</u> <u>DOLLAR SEVENTY CENTS</u>	\$ <u>108,276.00</u>
14.	88"x54" Concrete Flared End Section	1 EA.	<u>6,500.00</u> <u>SIX THOUSAND FIVE HUNDRED</u> <u>DOLLARS</u>	\$ <u>6,500.00</u>
15.	88"x54" Headwall	1 EA.	<u>6,300.00</u> <u>SIX THOUSAND THREE</u> <u>HUNDRED DOLLARS</u>	\$ <u>6,300.00</u>
16.	Slotted Inlet	1 EA.	<u>6,300.00</u> <u>SIX THOUSAND THREE</u> <u>HUNDRED DOLLARS</u>	\$ <u>6,300.00</u>
17.	Junction Box with Grate Inlet	1 EA.	<u>6,825.00</u> <u>SIX THOUSAND EIGHT HUNDRED</u> <u>TWENTY FIVE DOLLARS</u>	\$ <u>6,825.00</u>
18.	Concrete Paving	270 S.Y.	<u>101.00</u> <u>ONE HUNDRED ONE</u> <u>DOLLARS</u>	\$ <u>27,270.00</u>
19.	Concrete Curb	161 L.F.	<u>42.40</u> <u>FORTY TWO DOLLARS</u> <u>FORTY CENTS</u>	\$ <u>6,826.40</u>
20.	Sewer Manhole	2 EA.	<u>7,500.00</u> <u>SEVEN THOUSAND FIVE</u> <u>HUNDRED DOLLARS</u>	\$ <u>15,000.00</u>
21.	8" Ductile Iron Sewer Pipe	110 L.F.	<u>165.00</u> <u>ONE HUNDRED SIXTY</u> <u>FIVE DOLLARS</u>	\$ <u>18,150.00</u>
22.	Solid Sodding	2,000 S.Y.	<u>6.00</u> <u>SIX DOLLARS</u>	\$ <u>12,000.00</u>
23.	200# Rock Rip Rap	125 Ton	<u>50.00</u> <u>FIFTY DOLLARS</u>	\$ <u>6,250.00</u>

24.	Construction Fencing	550 L.F.	<u>3.00</u> <u>THREE DOLLARS</u>	\$ <u>1,650.00</u>
25.	Maintenance of Traffic	1 L.S.	<u>1,500.00</u> <u>ONE THOUSAND FIVE HUNDRED DOLLARS</u>	\$ <u>1,500.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ 314,530.40

\$ THREE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED THIRTY DOLLARS FORTY CENTS  
(TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company Townes Construction Co., Inc Attest: [Signature]  
 Signature [Signature] SEAL (if Bid is by a Corporation)  
 Title President  
 Address 16398 Hwy 8 West  
Grenada MS 38901





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE:** December 28, 2023

**SUBJECT:** IN THE MATTER OF REQUEST TO REJECT BID # 2023-052WL – WEST JACKSON STREET (MADISON TO FRONT) OVERHEAD TO UNDERGROUND RELOCATION OF ELECTRIC UTILITIES AND/OR STREET LIGHTING FACILITIES **JT**

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**Request:**

I recommend that you reject the following bid on Tuesday, January 2, 2024:

**Bid No. 2023-052WL – West Jackson Street (Madison to Front) - Overhead to Underground Relocation of Electric Utilities and/or Street Lighting Facilities** – The sole bidder on this project, Reinhold Electric, did not have a Certificate of Responsibility in Mississippi at the time of the bid opening. Therefore, we are not able to accept their bid proposal.

# Minute Entry Sign Up Sheet

Date: 11/30/2023

Time: 10:00

Bid # 2023-052WL Department: TWL

Project: Overhead to Underground Utility Relocations and/or Street Lighting along Jackson St between Madison and Front

Attendance	Company
<i>Trac D'Orne</i>	<i>COT</i>
<i>Stephen Reed</i>	<i>COT</i>
<i>MICHAEL MOORE II</i>	<i>A+H</i>
<i>Scott Buzleson</i>	<i>A+H</i>
<i>Johnny Timmons</i>	<i>TWL</i>
<i>Ben Logan</i>	<i>COT</i>

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
30' CONCRETE POLE	7	EA	2,000.00	2,900.00	20,300.00
35 CONCRETE POLE	5	EA	2,400.00	3,700.00	30,500.00
40 CONCRETE POLE	3	EA		4,000.00	12,000.00
45 CONCRETE POLE	6	EA		5,000.00	30,000.00
A1.1	1	EA		500.00	500.00
A5.2	3	EA		500.00	1,500.00
C5.21 (C7)	3	EA		500.00	1,500.00
C5.21L	3	EA		1,000.00	3,000.00
C5.71L (C7A)	3	EA		500.00	1,500.00
E1.1 (E1-2)	2	EA	500.00	600.00	2,200.00
E1.1L (E1-3)	2		500.00	600.00	2,200.00
E1.1L (E1-3)	28	EA		600.00	16,800.00
E1.4L (E2-3)	2	EA	600.00	600.00	2,400.00
E1.5	28	EA		300.00	8,400.00
E3-10	1			100.00	100.00
E3-10	16	EA	100.00	100.00	3,200.00
F2.8 (F1-2S)	2	EA	600.00	500.00	2,200.00
TA-2H	1		600.00	500.00	1,100.00
TA-2H	14	EA		500.00	7,000.00
G1.6	3	EA		500.00	1,500.00
T25-CONV. (XFMR BY OWNER)	1	EA		7,000.00	7,000.00
T37.5-CONV. (XFMR BY OWNER)	2	EA		8,000.00	16,000.00
H1.1 (M2-11)	10	EA		500.00	5,000.00
J1.1 (J8)	1	EA	1,000.00	600.00	1,600.00
J2.1 (J10)	8	EA	600.00	300.00	7,200.00
J2.2 (J7_ J7C)	1	EA	600.00	300.00	900.00
K1.1 (K14C)	6	EA	2,000.00	1,800.00	22,800.00
K1.2 (K11C)	12	EA	2,000.00	1,800.00	45,600.00
M26-5S	7	EA	1,000.00	2,000.00	21,000.00
OH-UG MB	5	EA	1,200.00	1,000.00	11,000.00
VS-4	2	EA	20,000.00	98,000.00	236,000.00

APPENDIX E

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
VS-5	1	EA	20,000.00	120,000.00	140,000.00
VS-6	2	EA	20,000.00	145,000.00	330,000.00
UA1	1	EA	<del>20,000.00</del>	2,000.00	2,000.00
UC2	8	EA	<del>20,000.00</del>	2,000.00	16,000.00
UG7-50	8	EA	3,000.00	15,000.00	144,000.00
UG7-75	1	EA	3,000.00	15,000.00	18,000.00
UK5	2	EA	1,000.00	800.00	3,600.00
UK6-L ATT	5	EA	1,500.00	3,800.00	26,500.00
UK6-L CC	5	EA	1,500.00	3,800.00	26,500.00
UK6-L TF	7	EA	1,500.00	3,800.00	37,100.00
UK6-M ATT	13	EA	1,500.00	3,800.00	68,900.00
UK6-M CC	3	EA	1,500.00	3,800.00	15,900.00
UK6-M SC	6	EA	1,500.00	3,800.00	31,800.00
UK6-M WS	8	EA	1,500.00	3,800.00	42,400.00
UK6-S SEC	3	EA	1,500.00	3,800.00	15,900.00
UM5-2S	5	EA	1,000.00	1,000.00	10,000.00
UM5-3S	8	EA	1,000.00	1,000.00	16,000.00
4 ACSR	519	LF	4.00	1.00	2,595.00
1/0 TPX	138	LF	4.00	4.00	1,104.00
2 TPX	517	LF	4.00	4.00	4,136.00
6 DPX	147	LF	40.00	4.00	6,468.00
HDPE 9-2	23554	LF	20.00	4.00	565,296.00
HDPE 9-3	10995	LF	34.00	5.00	428,805.00
HDPE 9-4	24623	LF	35.00	6.00	1,009,543.00
UGP 15-C 2 FN	1739	LF	6.00	22.00	48,692.00
UGP 15-C 500 RN	15193	LF	8.00	32.00	607,720.00
UGQPX 1/0	310	LF	4.00	4.00	2,480.00
UGTPX 1/0	1157	LF	4.00	4.00	9,256.00
ADSS 12CT TF	373	LF	8.00	2.00	3,730.00
ADSS 72CT TF	4129	LF	8.00	4.00	49,548.00
STONE COVER (MATCH EX. DEPTH)	500	SF	10.00	10.00	10,000.00

## APPENDIX E

INSTALL UNITS (Bid A)

102323

82030

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
CONCRETE REPLACEMENT	100	SF	10.00	10.00	2,000.00
SOD, BERMUDA	5,000	SF	5.00	1.00	30,000.00
TRAFFIC CONTROL	1	LS	45,000.00	15,000.00	60,000.00
<b>Total Installation (Base Bid)</b>					<b>4,307,973.00</b>

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 30-5W	5	EA	500.00	300.00	4,000.00
R 30-6W	2	EA	500.00	300.00	1,600.00
R 30-7W	2	EA	500.00	300.00	1,600.00
R 35-5W	5	EA	500.00	300.00	4,000.00
R 35-6W	1	EA	500.00	300.00	800.00
R 40-3W	3	EA	500.00	300.00	2,400.00
R 40-5W	1	EA	500.00	300.00	800.00
R 45-1C	1	EA	1,000.00	600.00	1,600.00
R 45-2W	5	EA	500.00	300.00	4,000.00
R 45-3W	7	EA	500.00	300.00	5,600.00
R 45-4W	1	EA	500.00	300.00	800.00
R 50-1C	5	EA	1,000.00	600.00	8,000.00
R 50-2W	2	EA	500.00	300.00	1,600.00
R 50-3W	3	EA	500.00	300.00	2,400.00
R 55-2W	1	EA	500.00	300.00	800.00
R A1.011 (M5-5)	2	EA	500.00	300.00	1,600.00
R A1.1 (A1)	1	EA	500.00	300.00	800.00
R A5.1 (A5)	1	EA	500.00	300.00	800.00
R A5.2 (A5-2)	2	EA	500.00	300.00	1,600.00
R C1.11 (C1)	2	EA	500.00	300.00	1,600.00
R C1.11L (C1-2)	12	EA	800.00	300.00	13,200.00
R C1.41L (C9-3)	7	EA	800.00	300.00	7,700.00
R C2.21L (C1-3)	2	EA	800.00	300.00	2,200.00
R C2.51L (C9-2)	2	EA	800.00	300.00	2,200.00
R C5.21 (C7)	3	EA	500.00	300.00	2,400.00
R C5.21L	9	EA	800.00	300.00	9,900.00
R C5.71L (C7A)	1	EA	500.00	300.00	800.00
R C6.21 (C8)	1	EA	500.00	300.00	800.00
R C6.21L (C8-3)	8	EA	800.00	300.00	8,800.00
R E1.1 (E1-2)	2	EA	500.00	300.00	1,600.00
R E1.1L (E1-3)	14	EA	500.00	300.00	11,200.00

## APPENDIX E

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R E1.2 (E3-3)	3	EA	500.00	300.00	2,400.00
R E1.3L	11	EA	500.00	300.00	8,800.00
R E1.4 (E2-2)	11	EA	500.00	300.00	8,800.00
R E1.5	7	EA	500.00	300.00	5,600.00
R E1-4L (E2-3)	3	EA	500.00	300.00	2,400.00
R E3-10	4	EA	500.00	300.00	3,200.00
R F2.10 (F1-3S)	6	EA	500.00	300.00	4,800.00
R F2.12 (F1-4S)	1	EA	500.00	300.00	800.00
R F2.6 (F1-1S)	3	EA	500.00	300.00	2,400.00
R F2.8 (F1-2S)	13	EA	500.00	300.00	10,400.00
R TA-2H	2	EA	500.00	300.00	1,600.00
R G1.2 (G105-_ G136-)	12	EA	500.00	300.00	9,600.00
R G1.3 (G106-)	3	EA	500.00	300.00	2,400.00
R T15-CONV.	7	EA	500.00	300.00	5,600.00
R T25-CONV.	4	EA	500.00	300.00	3,200.00
R T37.5-CONV.	3	EA	500.00	300.00	2,400.00
R T50-CONV.	1	EA	500.00	300.00	800.00
R H1.1 (M2-11)	30	EA	500.00	300.00	24,000.00
R J1.1 (J5)	2	EA	500.00	300.00	1,600.00
R J1.1 (J8)	9	EA	500.00	300.00	7,200.00
R J2.1 (J10)	44	EA	500.00	300.00	35,200.00
R J2.2 (J7_ J7C)	1	EA	500.00	300.00	800.00
R K1.0 (K1C)	1	EA	500.00	300.00	800.00
R K1.2 (K11C)	12	EA	500.00	300.00	9,600.00
R M26-5F	1	EA	500.00	300.00	800.00
R M26-5S	28	EA	500.00	300.00	22,400.00
R S2.3 (M3-3B)	2	EA	500.00	300.00	1,600.00
R S2.31 (M3-3A)	6	EA	500.00	300.00	4,800.00
R S2.32 (M3-15)	1	EA	500.00	300.00	800.00
R SR3	4	EA	500.00	300.00	3,200.00
R UC2	2	EA	500.00	300.00	1,600.00

## APPENDIX E

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R UM5-2P	1	EA	500.00	300.00	800.00
R UM5-3P	2	EA	500.00	300.00	1,600.00
R 1/0 ACSR	1776	LF	2.00	1.00	5,328.00
R 2 ACSR	971	LF	2.00	1.00	2,913.00
R 336 ACSR	15778	LF	2.00	1.00	47,334.00
R 4/0 ACSR	2494	LF	2.00	1.00	7,482.00
R 6HDCU	1165	LF	2.00	1.00	3,495.00
R 1/0 TPX	955	LF	2.00	1.00	2,865.00
R 2 TPX	812	LF	2.00	1.00	2,436.00
R 4 TPX	254	LF	2.00	1.00	762.00
R 6 DPX	682	LF	2.00	1.00	2,046.00
R 6HDCU WP	2397	LF	2.00	1.00	7,191.00
R UGP 15-C 500 RN	475	LF	2.00	1.00	1,425.00
<b>Total Removal Cost (Base Bid)</b>					<b>382,477.00</b>



UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
XFR 1/0 ACSR	5	EA	2,500.00	600.00	15,500.00
XFR 2 ACSR	2	EA	2,500.00	600.00	6,200.00
XFR 336 ACSR	18	EA	2,500.00	600.00	55,800.00
XFR 4 ACSR	8	EA	2,500.00	600.00	24,800.00
XFR 4/0 ACSR	3	EA	2,500.00	600.00	9,300.00
XFR 6HDCU	5	EA	2,500.00	600.00	15,500.00
XFR 6HDCU WP	5	EA	2,500.00	600.00	15,500.00
XFR 1/0 TPX	2	EA	2,500.00	600.00	6,200.00
XFR 2 TPX	12	EA	2,500.00	600.00	37,200.00
<b>Total Transfer Cost</b>					<b>186,000.00</b>

SUMMARY			EXT. LAB & MAT
Installation (Base Bid)			4,307,973.00
Removal (Base Bid)			382,477.00
Transfers (Base Bid)			186,000.00
<b>UNIT BID PRICE BASE BID</b>			<b>4,876,450.00</b>
Authorized Contract Ammendments		\$	100,000.00
<b>TOTAL BID PRICE (Base+Authorized Contract Ammendments)</b>		<b>\$</b>	<b>4,976,450.00</b>

**DOCUMENT 00300B  
BID FORM**

Project Identification: Overhead to Underground Utility Relocation and/or Street Lighting along Jackson Street between N Madison and N Front Streets., Bid-2023-052WL

Contract Identification: **2023-052WL**

This Bid is Submitted to (Name and Address of Owner):

Missy Shelton  
City Purchasing Agent  
City Hall  
Post Office Box 1485/38802  
71 East Troy Street/38804  
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

Reinhold Electric Inc.  
2511 Lemay Ferry Road  
St. Louis, MO 63125

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
<u>1</u>	<u>11/21/2023</u>
_____	_____
_____	_____

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## 6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS

7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **May 01, 2025** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **June 01, 2025**.

8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

9. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
- (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
- (c) Drug-Free Workplace Affidavit, Document 00482.
- (d) Equal Opportunity Provisions, Document 00820.
- (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".

10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Chris Reinhold

Alternate Contact: Sasha Schmittgens

Phone Number: 314-620-4823

Fax: 314-631-6750

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Mail Address: **Reinhold Electric Inc.**  
**2511 Lemay Ferry Road St. Louis, MO 63125**

Street Address: **Same** \_\_\_\_\_  
\_\_\_\_\_

11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on **11/30**, 20**23**.

State Contractor License No. \_\_\_\_\_.

If Bidder is:

**An Individual**

\_\_\_\_\_ (SEAL)  
(Individual's Signature)

\_\_\_\_\_  
(Individual's Name - Print/Type)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

\_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Print/Type)

Business address: \_\_\_\_\_  
\_\_\_\_\_

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Phone No.: \_\_\_\_\_

**A Corporation**

**Reinhold Electric Inc.**  
\_\_\_\_\_  
(Corporation Name)

By: *Alexander Schmittgens* Title: **Project Manager**  
(Signature of person authorized to sign)

**Alexander (Sasha) Schmittgens**  
\_\_\_\_\_  
(Print/Type name of person authorized to sign)

(Corporate Seal)  
Attest: *Judy Sembol*  
(Secretary)

Missouri  
(State of incorporation)

Business address: **2511 Lemay Ferry Road**  
**St. Louis, MO 63125**  
Phone No.: **314-631-1158**

**A Joint Venture**

\_\_\_\_\_  
(Joint Venture) (SEAL)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Joint Venturer) (Signature of Joint Venturer)

\_\_\_\_\_  
(Address) (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N LT-JB 2x3	8	EA	2,000.00	2,000.00	32,000.00
N LT-SLPA	33	EA	2,700.00	6,500.00	303,600.00
N LT-SSA	5	EA	6,000.00	5,000.00	55,000.00
N UM5-2S	2	EA	2,000.00	2,500.00	9,000.00
N UM50-P-2	4440	LF	56.00	5.00	270,840.00
N UMSW-P-2 1.5X90	26	EA	500.00	200.00	18,200.00
N UG #12 AWG THHN	4440	LF	4.00	1.00	22,200.00
N UG #6 AWG THHN	11500	LF	4.00	1.00	57,500.00
<b>Total Installation (Base Bid)</b>					<b>768,340.00</b>

SUMMARY			EXT. LAB & MAT
Installation (Base Bid)			768,340.00
<b>UNIT BID PRICE BASE BID</b>			<b>768,340.00</b>
Authorized Contract Ammendments		\$	20,000.00
<b>TOTAL BID PRICE (Base+Authorized Contract Ammendments)</b>		<b>\$</b>	<b>788,340.00</b>





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** December 28, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 FOR THE  
CENTRAL PUMPING STATION MODIFICATIONS (BID NO. 2023-040WL)  
**JT**

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**Request:**

Approval of the attached change order:

**Central Pumping Station Modifications** – Change Order # 1 – This change order shows a net decrease of \$500,000.00 to modify the wet well from a square structure to a round structure. This modification reduces the need for shoring during construction and increases safety and efficiency for the contractor and saves money for the owner. This change order brings the new contract amount to \$11,847,000.00.00 without adding any days to the substantial completion date.

Date of Issuance: January 2, 2024	Effective Date: January 2, 2024
Owner: City of Tupelo	Owner's Contract No.: 2023-040WL
Contractor: Max Foote Construction	Contractor's Project No.:
Engineer: Jess Wiygul, P.E., Cook Coggin Engineers, Inc.	Engineer's Project No.: 3-09394
Project: SRF FY21 Contract A	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order modifies some structural elements of the wetwell in order to reduce the need for shoring during construction which increases safety and efficiency for the contractor and saves money (\$500,000) for the Owner. The wetwell will change from a square structure to a round structure. Functionality will not change.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ 12,347,000.00	Original Contract Times: N/A Substantial Completion: N/A Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: N/A Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order:  \$ 12,347,000.00	Contract Times prior to this Change Order: NA Substantial Completion: N/A Ready for Final Payment: N/A days or dates
[Increase] [Decrease] of this Change Order:  \$ 500,000.00	[Increase] of this Change Order: N/A Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price incorporating this Change Order:  \$ 11,847,000.00	Contract Times with all approved Change Orders: NA Substantial Completion: N/A Ready for Final Payment: N/A days or dates

RECOMMENDED: By: <u>Jess Wiygul</u> Engineer (if required) Title: <u>Jess Wiygul</u> Date: <u>12/27/23</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Title: <u>Manager</u> Date: <u>1/3/2024</u>	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>V.P.</u> Date: <u>12/27/2023</u>
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Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_