

#13591

(2025-028PW) 3-10217 Tupelo Wondura Rubbish Site
Expansion

Received September 16, 2025 8:40am CDT

PHILLIPS CONTRACTING CO., INC.

Certificate of Resp # 00229-mc

Contact	Allen Tatum
Address	PO Box 7530 Columbus, MS 39705
Phone	6623644900
Email	allen@phillipscontracting.com

Attachments

 bid bond.pdf (219.2 KB)

 proposal.pdf (316.2 KB)

BID FORM

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 **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO WONDURA RUBBISH SITE EXPANSION 2025, BID NO. 2025-028PW** in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 45 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
TUPELO WONDURA RUBBISH SITE EXPANSION 2025, BID NO 2025-028PW					
BASE BID					
1	Mobilization	1	LS	\$ 36,000.00	\$ 36,000.00
2	Unclassified Excavation (PM)	34,607	CY	\$ 9.25	\$ 320,114.75
3	18" HDPE Pipe	36	LF	\$ 120.00	\$ 4,320.00
4	Crushed Stone (Size III Stabilizer Coarse Aggregate)	325	Tons	\$ 70.00	\$ 22,750.00
5	Geotextile Fabric Stabilization	638	SY	\$ 5.00	\$ 3,190.00
6	Silt Fence	2,920	LF	\$ 5.00	\$ 14,600.00
7	Seeding	0.81	Acres	\$ 5,000.00	\$ 4,050.00
8	Vegetative Materials for Mulch	2.43	Tons	\$ 600.00	\$ 1,458.00
9	Commercial Fertilizer (13-13-13)	0.81	Tons	\$ 1,000.00	\$ 810.00
10	48" Diameter Manholes, 4' Riser	1	Ea	\$ 10,000.00	\$ 10,000.00
11	Overhead Power Allowance (TWL)	1	LS	\$ 17,500.00	\$ 17,500.00
12	Electrical Package (Includes Power Distribution Panel, Breaker Panel, Safety Switch, Meter Base, Weatherhead, Ground Grid, Wiring and Conduits and any other Necessary Equipment and all Labor to Connect Power Distribution Panel to Electrical Service per Plans.	1	LS	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID					\$ 449,792.75

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
	N/A		

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required

by Article 5 of the General Conditions.

The bid security attached in the sum of

5% of Bid

Dollars,

(\$ 5% of Bid) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

☒ Resident Contractor
(See Information for Bidders)

☐ Non-Resident Contractor

Respectfully submitted this the 16th day of September, 2025

By

[Signature]

Title

President

Company Phillips Contracting Co., Inc.

Address P.O. Box 7530, Columbus MS 39705

Phone 662-328-6250

Employer Identification No. 64-0345215

Email Address allen@phillipscontracting.com

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Phillips Contracting Co., Inc.
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
sum of _____

_____ Five Percent (5%) of the amount bid _____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 16th day of September, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the TUPELO WONDURA RUBBISH SITE EXPANSION 2025, BID
2025-028PW.

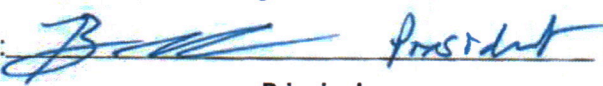
NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said Bid) and shall furnish a bond for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said Bid, then this obligation shall be void,
otherwise the same remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Phillips Contracting Co., Inc.

BY:  (L.S.)
Principal

Fidelity and Deposit Company of Maryland
Surety

SEAL

By: 
Peggy L. Jackson Attorney-in-Fact
Resident MS Agent/Marsh & McLennan Agency



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

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

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

IN WITNESS WHEREOF, the said Vice-President has herunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of July, A.D. 2025.



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

Christopher Nolan

By: Christopher Nolan
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Malson

Genevieve M. Malson
Notary Public
My Commission Expires January 27, 2029



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of September, 2025.



Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

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

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO WONDURA RUBBISH SITE EXPANSION 2025
Termini: CITY OF TUPELO
Prime Consultant: Phillips Contracting Co., Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

136700
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature]
Authorized Officer or Agent

9/16/25
Date

Blake Hill
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this 12 day of November, 2025.

[Signature]
NOTARY PUBLIC
My Commission Expires 12/31/27

* As of the effective date of the Mississippi Employment Protection Act, the only acceptable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.