

#13675

(2025-029PW) 3-08658 Tupelo Town Creek Erosion Control
Bridge No. 206 (REBID)

Received September 23, 2025 9:43am CDT

W.G. Harrell Construction

Certificate of Resp # 25870-MC

| | |
|---------|---|
| Contact | Warren Harrell |
| Address | 498 hwy 30 East Booneville, MS 38829 |
| Phone | 16625075976 |
| Email | wgharrellconstruction@yahoo.com |

Attachments

 08658 Tupelo CDS Rebid (1).pdf (10.0 MB)

Bid For: Town Creek Erosion Control Bridge No. 206 (Rebid)



498 Hwy 30 East

Booneville, MS 38829

(662)507-5976

W.G. Harrell Construction, LLC.

MS Certificate of Responsibility: 25870-MC

Classifications: Dams, Reservoirs, Flood Control Work, Highway Street and Bridge Construction, Landfill Construction, Railroad Construction

Expiration: 4/03/2026

City of Tupelo

Lee County , Mississippi

71 East Troy Street

Tupelo, MS 38804

Bid Date: 9/23/2025

Bid Time: 10:00 a.m.

BID FORM

Proposal of W.G. Harrell Construction LLC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as W.G. Harrell Construction LLC

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TOWN CREEK EROSION CONTROL BRIDGE NO. 206 REBID, BID NO. 2025-029 PW** 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 60 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:

N/A

*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 |
|--|--|--------------------|------|--|---------------------------|
| TOWN CREEK EROSION CONTROL BRIDGE NO. 206 REBID, BID NO. 2025-029PW | | | | | |
| ROADWAY | | | | | |
| 1 | Mobilization | 1.0 | LS | \$ 53,000. ⁰⁰ | \$ 53,000. ⁰⁰ |
| 2 | Clearing and Grubbing | 1.0 | LS | \$ 40,000. ⁰⁰ | \$ 40,000. ⁰⁰ |
| 3 | Unclassified Excavation (PM) | 591.0 | CY | \$ 111. ⁰⁰ | \$ 65,601. ⁰⁰ |
| 4 | Borrow Excavation (PM) | 420.0 | CY | \$ 176. ⁰⁰ | \$ 73,920. ⁰⁰ |
| 5 | Geotextile Fabric Stabilization (Type V) (AOS<0.43) (Non-Woven) | 265.0 | SY | \$ 8. ⁰⁰ | \$ 2,120. ⁰⁰ |
| 6 | Crushed Stone, (Size 3/4" & Down) (PM) | 50.0 | CY | \$ 100. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 7 | Crushed Stone, (Size 3/4" & Down) (Remove & Relay) (PM) | 25.0 | CY | \$ 100. ⁰⁰ | \$ 2,500. ⁰⁰ |
| 8 | Maintenance of Traffic | 1.0 | LS | \$ 5,000. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 9 | Additional Construction Signs | 0.0 | SF | \$ 10.00 | \$ 0. ⁰⁰ |
| EROSION CONTROL | | | | | |
| 10 | Solid Sod | 1,145.0 | SY | \$ 10. ⁰⁰ | \$ 11,450. ⁰⁰ |
| 11 | Portland Cement Concrete Paved Ditch | 9.95 | CY | \$ 1500. ⁰⁰ | \$ 14,925. ⁰⁰ |
| 12 | Temporary Silt Fence (Type I OR II) (AOS < 0.15-0.84) | 950.0 | LF | \$ 10. ⁰⁰ | \$ 9,500. ⁰⁰ |
| 13 | Wattles, 20" | 350.0 | LF | \$ 10. ⁰⁰ | \$ 3,500. ⁰⁰ |
| 14 | Loose RipRap, Size 300 LB. | 1,507.0 | TON | \$ 123. ⁰⁰ | \$ 185,361. ⁰⁰ |
| 15 | Geotextile Fabric Under Rip Rap (Type V) (AOS<0.43) (Non-Woven) | 1,195.0 | SY | \$ 6. ⁰⁰ | \$ 7,170. ⁰⁰ |
| BRIDGE ITEMS | | | | | |
| 16 | Bridge Concrete, Class "B" | 2.0 | CY | \$ 2,500. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 17 | Reinforcement | 40.0 | LBS | \$ 5. ⁰⁰ | \$ 200. ⁰⁰ |
| 18 | Piling Splices | 27.0 | LF | \$ 500. ⁰⁰ | \$ 13,500. ⁰⁰ |
| 19 | Undersealing (Foam) | 800.0 | LBS | \$ 17,120. ⁰⁰ | \$ 17,120. ⁰⁰ |
| | | | | \$ 21,40 TOTAL BASE BID | \$ 514,867. ⁰⁰ |

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 |
|----------------------|--|--------------------------|------------------------|
| Bulldog Construction | 126 Weisenberger Road Madison, MS 39110 | Undersealing | \$ 9400. ⁰⁰ |
| | | | |
| | | | |

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 total bid
_____ Dollars,

(\$ _____) (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 23 day of September, 2025

By Warren Harrell Title President

Company W.G. Harrell Construction LLC.

Address 498 Hwy 30 East. Booneville, MS 38829

Phone 662-507-5976

Employer Identification No. 83-0784207

Email Address warren@wghc.com

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, W.G. Harrell Construction, LLC
as Principal, and Westfield Insurance Company, P.O. Box 5001, Westfield Center, OH 44251-5001
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
sum of Five Percent of Amount Bid (5%)

_____ 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 23rd 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 TOWN CREEK EROSION CONTROL BRIDGE NO 206 REBID,
BID 2025-029PW.

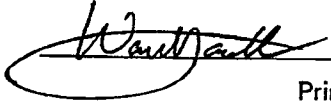
NOW, THEREFORE,

- (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.

W.G. Harrell Construction, LLC

 (L.S.)
Principal

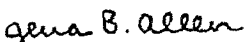
Westfield Insurance Company

Surety



By: 
Michael A. McDaniel, Attorney-in-Fact

COUNTERSIGNATURE

By: 
Jenna B. Allen, MS Resident Agent

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4113612 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MICHAEL A. MCDANIEL, RICHARD H. WHITLEY, JOINTLY OR SEVERALLY

of MEMPHIS and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of OCTOBER A.D., 2009.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.
By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 19th day of OCTOBER A.D., 2009, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of September A.D., 2025.



Frank A. Carrino
Frank A. Carrino, Secretary



PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TOWN CREEK EROSION CONTROL BRIDGE NO. 206

Termini: CITY OF TUPELO

Prime Consultant: _____

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.

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: _____
Authorized Officer or Agent Date

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable 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.