

#13596

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



Received September 16, 2025 9:36am CDT

Joe McGee Construction Company, Inc.

Certificate of Resp # 07743-MC

Contact	Kevin Garcia
Address	6609 Steve Lee Drive Lake, MS 39092
Phone	601-775-3754
Email	Kevin.garcia@joemcgeeconst.com

Attachments

-  JMC BID for Tupelo Wondura Rubbish Site Expansion PT. 1.pdf (17.6 MB)
-  JMC BID for Tupelo Wondura Rubbish Site Expansion PT. 2.pdf (10.5 MB)

Joe McGee Construction Co. Inc.

6609 Steve Lee Drive

Lake, Mississippi 39092

The City of Tupelo

Tupelo City Hall, Tax Office, Attention Kim Hanna

71 East Troy Street, Tupelo, MS 38804

Bid For: The construction of Tupelo Wondura Rubbish Site Expansion

Bid No. 2025-028PW

JMC COR#: 07743-MC

BID DATE: 09/16/2025 @ 10:00 AM

BID FORM

Proposal of Joe McGee Construction Co., Inc.

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

Mississippi, doing business as A 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	\$ 27,500.00	\$ 27,500.00
2	Unclassified Excavtion (PM)	34,607	CY	\$ 4.68	\$ 161,960.76
3	18" HDPE Pipe	36	LF	\$ 78.00	\$ 2,808.00
4	Crushed Stone (Size III Stabilizer Coarse Aggregate)	325	Tons	\$ 85.00	\$ 27,625.00
5	Geotextile Fabric Stabilization	638	SY	\$ 3.10	\$ 1,977.80
6	Silt Fence	2,920	LF	\$ 3.80	\$ 11,046.00
7	Seeding	0.81	Acres	\$ 3,600.00	\$ 2,916.00
8	Vegetative Materials for Mulch	2.43	Tons	\$ 300.00	\$ 729.00
9	Commercial Fertilizer (13-13-13)	0.81	Tons	\$ 1,080.00	\$ 874.80
10	48" Diameter Manholes, 4' Riser	1	Ea	\$ 5,500.00	\$ 5,500.00
11	Overhead Power Allowance (TWL)	1	LS	\$ 17,500.00	\$ 17,500.00
	Electrical Package (Includes Power Distribution Panel, Breaker Panel, Safety Swithc, 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
12					
TOTAL BASE BID					\$ 275,487.36

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
<u>Ero-Con</u>	<u>PO Box 5978 Brandon, MS</u>	<u>Seeding, Mulch, Silt Fence</u>	<u>\$11,366.50</u>
<u>Powell Construction</u>	<u>15461 Northrup, Gulfport, MS</u>	<u>Electrical Package</u>	<u>\$11,085.00</u>
<u>Moore Engineering</u>	<u>1204 N 2nd St Booneville, MS</u>	<u>Testing / Layout</u>	<u>\$5,000.00</u>

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%

Dollars,

(\$ 5%) (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

J. McGee

Title

Vice President

Company Joe McGee Construction Co., Inc.

Address 6609 Steve Lee Drive Lake, MS 39092

Phone 601-775-3754

Employer Identification No. 64-0768519

Email Address Jason.McGee@JoeMcGeeConst.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Joe McGee Construction Company, Inc.

as Principal, and The Hanover Insurance Company

as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal sum of Five Percent (5%) of Bid Amount

_____ 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.**

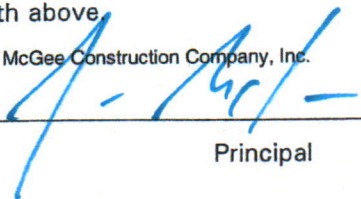
NOW, THEREFORE,

- (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.

Joe McGee Construction Company, Inc.



Principal (L.S.)

The Hanover Insurance Company

Surety



By:



Braxton Davis Brumfield
Attorney-in-Fact



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jason J. Young, Jerry Eugene Homer, Jr., Jerry G. Veazey Jr.,

Peggy L. Jackson, Trina Cobb, Stephen Wesley Price Jr, Braxton Davis Brumfield and or Amanda Jean Charfauros

Of Fisher Brown Bottrell Insurance, Inc., Jackson, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 22nd day of April 2025



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kaweck
James H. Kaweck, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 22nd day of April, 2025 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 **KATHLEEN M. SIRARD**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M. Sirard
Kathleen M. Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of September, 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TUPELO WONDURA RUBBISH SITE EXPANSION 2025
Termini: CITY OF TUPELO
Prime Consultant: Joe McGee Construction 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.

132242
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

09/16/2025
Date

Jason McGee
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this 16th day of September, 2025.



[Signature]
NOTARY PUBLIC
My Commission Expires: May 15, 2026

* 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.