

## PROPOSAL

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

insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the Coley Road Curb & Cutter (McCullough Blvd to Ridgeway Drive) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$200.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER

DATE

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Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve the BIDDER from any obligation in respect to this BID.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and addresses of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

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

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.
3. Any erasure, change, or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid items units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the Project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Order.

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**PROPOSAL FORM**  
**CITY OF TUPELO, MISSISSIPPI**  
**COLEY ROAD CURB & GUTTER (McCullough Blvd to Coley Road)**  
**FEBRUARY 2025**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	CLEARING AND GRUBBING	LUMP SUM	1	75,000.00	75,000.00
2	MAINTENANCE OF TRAFFIC	LUMP SUM	1	100,000.00	100,000.00
3	MOBILIZATION	LUMP SUM	1	75,000.00	75,000.00
4	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	650	90.00	58,500.00
5	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	1300	90.00	117,000.00
6	CONCRETE DRIVEWAY	SQ. YD.	11.54	375.00	4,327.50
7	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	505	42.00	21,210.00
8	SELECT BORROW, FM, AH	CU. YD.	520	46.00	23,920.00
9	GRANULAR MATERIAL (CLAY GRAVEL)	CU. YD.	50	175.00	8,750.00
10	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	475	160.00	76,000.00
11	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	100	460.00	46,000.00
12	CONCRETE FLUME - TYPE A	LIN. FT.	300	150.00	45,000.00
13	CONCRETE FLUME - TYPE C	LIN. FT.	30	150.00	4,500.00
14	100 # RIP RAP	TON	100	200.00	20,000.00
15	GRASSING	ACRE	1	5,000.00	5,000.00
16	SOLID SODDING	SQ. YD.	75	15.00	1,125.00
17	SILT FENCE	LIN. FT.	2000	7.00	14,000.00
18	WATTLES, 20"	LIN. FT.	200	10.00	2,000.00
19	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	15.00	15.00

**GRAND TOTAL (ALL ITEMS)**

**697,347.50**

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

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

RESPECTFULLY SUBMITTED BY:

*Phillips Contracting Co., Inc.*  
(PLEASE PRINT)

SIGNATURE:

NAME AND TITLE:

*Blake Hill* President

ADDRESS:

*P.O. Box 7530*

*Columbus, MS 39705*

PHONE NUMBER:

*662-328-6250*

## CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Allen Tatum certify that I am the <sup>Vice-President</sup> Secretary of the Corporation named as Contractor in the foregoing proposal; that Blake Hill who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Allen Tatum

Title: Vice-President

Signature: Allen Tatum

Date: 5/30/25

(CORPORATE SEAL)

**PARTNERSHIP CERTIFICATE**

(To Be Executed If Bidder Is A Partnership)

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared,  
Known to be and known by me to be the person who executed the above instrument, who  
being by me first duly sworn, did depose and say that he is general partner in the firm of:

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To Be Executed If Bidder Is A Limited Liability Company)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

# AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Blake Hill  
(name of person signing affidavit)

Individually, and in my capacity as President  
(title)

of Phillips Contracting Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That Phillips Contracting Co., Inc., Bidder on the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]

Title: President

(SEAL)

Sworn before me this 31 day of May, 2025

My commission expires 1/28/27 Notary Public

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



# AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Blake Hill  
(name of person signing affidavit)  
Individually, and in my capacity as President  
(title)  
of Phillips Contracting Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That Phillips Contracting Co., Inc., Bidder on the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Signature]

Title: President

(SEAL)

Sworn before me this 30<sup>th</sup> day of May 2025

My commission expires 1/28/27 [Signature] Notary Public

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





# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Phillips Contracting Co., Inc.  
P.O. Box 7530  
Columbus, MS 39705

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 10th Floor  
Schaumburg, IL 60196-1056

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

### OWNER:

(Name, legal status and address)

The City of Tupelo, Mississippi  
71 East Troy Street  
Tupelo, MS 38804

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive), Bid No. 2025-017PW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of May, 2025

  
(Principal)

Phillips Contracting Co., Inc.

(Principal)

(Seal)


By:   
(Title)

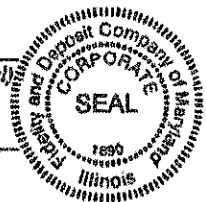
Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

  
(Witness) Braxton Brumfield

By:   
(Title) Trina Cobb Attorney-in-Fact  
Resident Mississippi Agent  
Fisher Brown Bottrell/MMA



Bond No.      Bid Bond

Obligee: The City of Tupelo, Mississippi

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

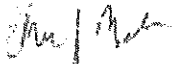
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein 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 Trina Cobb, 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 hereunto 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 7th day of February, A.D. 2025.



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

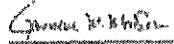
  
By: Christopher Nolan  
Vice President

  
By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 7th day of February, 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, depose and say, 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

  
Catherine M. Martin  
Notary Public  
My Commission Expires January 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://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 30th day of May, 2025.



*MJ Petthick*

Mary Jean Petthick  
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  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410 559-8790