



3-09935-22P

**VISION | DRIVE | PRECISION**

June 25, 2024

Todd Jordan, Mayor  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**TUPELO SWPS SEWER LINE, FAIN: SLFR2621  
LEE COUNTY, MS**

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the tabulation is enclosed along with the original bids.

Please note that **L&M CONTRACTORS, LLC** submitted the low BASE BID of **\$1,117,977.05**.

Therefore, given the Tabulated Bids and designated budget, results indicate an award to **L&M CONTRACTORS, LLC** in the amount of their total BASE BID of **\$1,117,977.05**. Please advise should there be concerns.



Mark Weeden, P.E.  
Project Engineer

09935

COOK COGGIN ENGINEERS, INC.



Sewer Line SWPS, BID NO. 2024-036WL  
City Of Tupelo, Tupelo City Hall, Tax Office  
71 East Troy Street  
Tupelo, MS 38804  
June 21, 2024 @ 10:00 AM

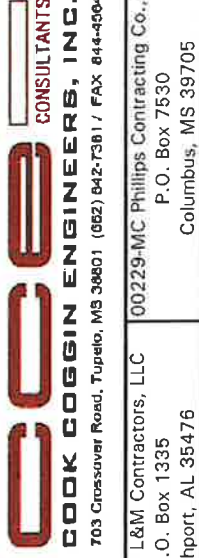
**BID OPENING CONFERENCE – LIST OF ATTENDEES**

Participant

Representing

|                    |               |
|--------------------|---------------|
| Brien Smith        | Engco, LLC    |
| Allen Tatum        | Phillips Cant |
| Johnny Timmon      | TCL           |
| <del>Address</del> | CCE           |
| Eric Dillard       | COT           |
| Joshua N. Reed     | COT           |
| Ben Logan          | COT           |
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TABULATION OF BIDS  
 CITY OF TUPELO  
 SEWER LINE SWPS, BID NO. 2024-036WL  
 FAIN: SLFR2621  
 3-09935



703 Crossover Road, Tupelo, MS 38801 (662) 842-7381 / FAX 844-4504

| June 21, 2024 @ 10:00am<br>Tupelo City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804 |      | 25950-MC L&M Contractors, LLC<br>P.O. Box 1335<br>Northport, AL 35476 |      | 00229-MC Phillips Contracting Co., Inc.<br>P.O. Box 7530<br>Columbus, MS 39705 |        |
|--|------|---|------|--|--------|
| Item No.   | Item | Quantity  | Unit | Unit Price   | Amount |

| Item No.              | Item   | Quantity | Unit  | Unit Price   | Amount          |
|-----------------------|--|----------|-------|--------------|-----------------|
| 1                     | 24" C905 PVC DR 18 Pressure Sewer Line   | 1,228    | LinFt | \$ 380.00    | \$ 466,640.00   |
| 2                     | 24" HDPE DR9 Pressure Sewer Line thru Encasement                                   | 175      | LinFt | \$ 183.75    | \$ 32,156.25    |
| 3                     | 18" C905 PVC DR 18 Pressure Sewer Line   | 1,318    | LinFt | \$ 317.39    | \$ 418,320.02   |
| 4                     | 18" Ductile Iron PC 250 Pipe Pressure Sewer Line for Creek Crossings (Polywrapped) | 108      | LinFt | \$ 416.98    | \$ 45,033.84    |
| 5                     | 24" 90 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 9,822.13  | \$ 9,822.13     |
| 6                     | 24" 45 Degree Bend (Polywrapped)   | 2        | Ea    | \$ 5,090.14  | \$ 10,180.28    |
| 7                     | 24" 22-1/2 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 5,932.25  | \$ 5,932.25     |
| 8                     | 24" 11-1/4 Degree Bend (Polywrapped)   | 2        | Ea    | \$ 4,780.12  | \$ 9,560.24     |
| 9                     | 18" 45 Degree Bend (Polywrapped)   | 2        | Ea    | \$ 3,562.81  | \$ 7,125.62     |
| 10                    | 18" 22-1/2 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 4,375.00  | \$ 4,375.00     |
| 11                    | 18" 11-1/4 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 4,504.77  | \$ 4,504.77     |
| 12                    | 24" Restrained Joint   | 18       | Ea    | \$ 782.45    | \$ 14,084.10    |
| 13                    | 18" Restrained Joint   | 9        | Ea    | \$ 569.50    | \$ 5,125.50     |
| 14                    | Bypass Pumping (Allowance)   | 1        | LS    | \$ 25,000.00 | \$ 25,000.00    |
| 15                    | Removal and Disposal of Existing 24" and 18" DIP                                   | 1        | LS    | \$ 2,240.25  | \$ 2,240.25     |
| 16                    | Connection to Existing 24" Pipe  | 2        | Ea    | \$ 4,777.40  | \$ 9,554.80     |
| 17                    | Connection to Existing 18" Pipe  | 2        | Ea    | \$ 3,296.93  | \$ 6,593.86     |
| 18                    | Crushed Stone Foundation Stabilization   | 250      | CuYd  | \$ 96.21     | \$ 24,052.50    |
| 19                    | Concrete Cradle for 18" Pipe   | 4        | Ea    | \$ 737.06    | \$ 2,948.24     |
| 20                    | Stone Riprap (200 Lb)  | 80       | Tons  | \$ 106.75    | \$ 8,540.00     |
| 21                    | Wattles, 20" Diameter  | 40       | LinFt | \$ 48.51     | \$ 1,940.40     |
| 22                    | Sealing and Mulching, Pressure Sewer Line  | 3,100    | LinFt | \$ 1.37      | \$ 4,247.00     |
| <b>TOTAL BASE BID</b> |  |          |       |              | \$ 1,117,977.05 |

TABULATION OF BIDS  
 CITY OF TUPELO  
 SEWER LINE SWPS, BID NO. 2024-036WL  
 FAIN: SLFR2621  
 3-09935



June 21, 2024 @ 10:00am  
 Tupelo City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804

04370-MC Paul Smithey Construction Co., Inc  
 P.O. Box 357  
 Belden, MS 38826

12345-MC Enscor, LLC  
 5566 Commander Drive  
 Arlington, TN 38002

| Item No.                                 | Item   | Quantity | Unit  | Unit Price    | Amount          | Unit Price   | Amount          |
|--|--|----------|-------|---------------|-----------------|--------------|-----------------|
| <b>TUPELO SWPS SEWER LINE</b>            |  |          |       |               |                 |              |                 |
| <b>FAIN SLFR2621, BID NO. 2024-035WL</b> |  |          |       |               |                 |              |                 |
| 1  | 24" C905 PVC DR 18 Pressure Sewer Line   | 1,228    | LinFt | \$ 328.38     | \$ 403,250.64   | \$ 336.55    | \$ 413,283.40   |
| 2  | 24" HDPE DR9 Pressure Sewer Line thru Encasement                                   | 175      | LinFt | \$ 322.06     | \$ 56,360.50    | \$ 350.00    | \$ 61,250.00    |
| 3  | 18" C905 PVC DR 18 Pressure Sewer Line   | 1,318    | LinFt | \$ 239.31     | \$ 315,410.58   | \$ 263.50    | \$ 347,293.00   |
| 4  | 18" Ductile Iron PC 250 Pipe Pressure Sewer Line for Creek Crossings (Polywrapped) | 108      | LinFt | \$ 660.89     | \$ 71,376.12    | \$ 2,000.00  | \$ 216,000.00   |
| 5  | 24" 90 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 11,663.35  | \$ 11,663.35    | \$ 15,700.00 | \$ 15,700.00    |
| 6  | 24" 45 Degree Bend (Polywrapped)   | 2        | Ea    | \$ 5,325.11   | \$ 10,650.22    | \$ 8,750.00  | \$ 17,500.00    |
| 7  | 24" 22-1/2 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 5,301.63   | \$ 5,301.63     | \$ 8,875.00  | \$ 8,875.00     |
| 8  | 24" 11-1/4 Degree Bend (Polywrapped)   | 2        | Ea    | \$ 5,037.72   | \$ 10,075.44    | \$ 8,300.00  | \$ 16,600.00    |
| 9  | 18" 45 Degree Bend (Polywrapped)   | 2        | Ea    | \$ 2,946.59   | \$ 5,893.18     | \$ 6,425.00  | \$ 12,850.00    |
| 10                                       | 18" 22-1/2 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 4,261.66   | \$ 4,261.66     | \$ 6,400.00  | \$ 6,400.00     |
| 11                                       | 18" 11-1/4 Degree Bend (Polywrapped)   | 1        | Ea    | \$ 4,408.14   | \$ 4,408.14     | \$ 6,625.00  | \$ 6,625.00     |
| 12                                       | 24" Restrained Joint   | 18       | Ea    | \$ 1,369.86   | \$ 24,657.48    | \$ 3,100.00  | \$ 55,800.00    |
| 13                                       | 18" Restrained Joint   | 9        | Ea    | \$ 1,070.17   | \$ 9,631.53     | \$ 3,000.00  | \$ 27,000.00    |
| 14                                       | Bypass Pumping (Allowance)   | 1        | LS    | \$ 25,000.00  | \$ 25,000.00    | \$ 25,000.00 | \$ 25,000.00    |
| 15                                       | Removal and Disposal of Existing 24" and 18" DIP                                   | 1        | LS    | \$ 145,372.50 | \$ 145,372.50   | \$ 25,000.00 | \$ 25,000.00    |
| 16                                       | Connection to Existing 24" Pipe  | 2        | Ea    | \$ 4,967.27   | \$ 9,934.54     | \$ 15,000.00 | \$ 30,000.00    |
| 17                                       | Connection to Existing 18" Pipe  | 2        | Ea    | \$ 4,806.24   | \$ 9,612.48     | \$ 13,500.00 | \$ 27,000.00    |
| 18                                       | Crushed Stone Foundation Stabilization   | 250      | CuYd  | \$ 111.83     | \$ 27,957.50    | \$ 120.00    | \$ 30,000.00    |
| 19                                       | Concrete Cradle for 18" Pipe   | 4        | Ea    | \$ 4,473.00   | \$ 17,892.00    | \$ 5,000.00  | \$ 20,000.00    |
| 20                                       | Stone Riprap (200 Lb)  | 80       | Tons  | \$ 117.42     | \$ 9,393.60     | \$ 75.00     | \$ 6,000.00     |
| 21                                       | Wattles, 20" Diameter  | 40       | LinFt | \$ 10.34      | \$ 413.60       | \$ 20.00     | \$ 800.00       |
| 22                                       | Seeding and Mulching, Pressure Sewer Line  | 3.100    | LinFt | \$ 3.36       | \$ 10,416.00    | \$ 2.00      | \$ 6,200.00     |
|  |  |          |       |               | \$ 1,188,932.69 |              | \$ 1,375,176.40 |

BID FORM

Proposal of L & M Contractors LLC

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi, doing business as L & M Contractors LLC

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO SWPS SEWER LINE, BID NO. 2024-036WL, FEDERAL AWARD NUMBER SLFR2621** 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.

**START OF CONSTRUCTION IS NOT EXPECTED TO BEGIN UNTIL LATE NOVEMBER 2024.**

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 90 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:

Addendum 1,

Clarification 1

\*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              |
|--|--|--------------------|-------|----------------|------------------------|
| <b>TUPELO SWPS SEWER LINE</b>            |  |                    |       |                |                        |
| <b>FAIN SLFR2621, BID NO. 2024-035WL</b> |  |                    |       |                |                        |
| 1  | 24" C905 PVC DR 18 Pressure Sewer Line   | 1,228              | LinFt | \$ 380.00      | \$ 466,640.00          |
| 2  | 24" HDPE DR9 Pressure Sewer Line thru Encasement                                   | 175                | LinFt | \$ 183.75      | \$ 32,156.25           |
| 3  | 18" C905 PVC DR 18 Pressure Sewer Line   | 1,318              | LinFt | \$ 317.39      | \$ 418,320.02          |
| 4  | 18" Ductile Iron PC 250 Pipe Pressure Sewer Line for Creek Crossings (Polywrapped) | 108                | LinFt | \$ 416.98      | \$ 45,033.84           |
| 5  | 24" 90 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 9,822.13    | \$ 9,822.13            |
| 6  | 24" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 5,090.14    | \$ 10,180.28           |
| 7  | 24" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 5,932.25    | \$ 5,932.25            |
| 8  | 24" 11 1/4 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 4,780.12    | \$ 9,560.24            |
| 9  | 18" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 3,562.81    | \$ 7,125.62            |
| 10                                       | 18" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 4,375.00    | \$ 4,375.00            |
| 11                                       | 18" 11 1/4 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 4,504.77    | \$ 4,504.77            |
| 12                                       | 24" Bell Joint Restraint (Polywrapped)   | 18                 | Each  | \$ 782.45      | \$ 14,084.10           |
| 13                                       | 18" Bell Joint Restraint (Polywrapped)   | 9                  | Each  | \$ 569.50      | \$ 5,125.50            |
| 14                                       | Bypass Pumping (Allowance)   | 1                  | LS    | \$ 25,000.00   | \$ 25,000.00           |
| 15                                       | Removal and Disposal of Existing 24" and 18" DIP                                   | 1                  | LS    | \$ 2,240.25    | \$ 2,240.25            |
| 16                                       | Connection to Existing 24" Pipe  | 2                  | Each  | \$ 4,777.40    | \$ 9,554.80            |
| 17                                       | Connection to Existing 18" Pipe  | 2                  | Each  | \$ 3,296.93    | \$ 6,593.86            |
| 18                                       | Crushed Stone Foundation Stabilization   | 250                | CuYd  | \$ 96.21       | \$ 24,052.50           |
| 19                                       | Concrete Cradle for 18" pipe   | 4                  | Each  | \$ 737.06      | \$ 2,948.24            |
| 20                                       | Stone Riprap (200 Lb.)   | 80                 | Ton   | \$ 106.75      | \$ 8,540.00            |
| 21                                       | Wattles, 20" Diameter  | 40                 | LinFt | \$ 48.51       | \$ 1,940.40            |
| 22                                       | Seeding & Mulching, Pressure Sewer Line  | 3,100              | LinFt | \$ 1.37        | \$ 4,247.00            |
| <b>TOTAL BASE BID</b>                    |  |                    |       |                | <b>\$ 1,117,977.05</b> |

**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 |
|---------------|---------|--------------------------|--------|
|               |         |                          |        |
|               |         |                          |        |
|               |         |                          |        |

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 Fifty Five Thousand eight hundred  
ninety eight Dollars,

(\$ 55,898.00) (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  Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 21 day of June, 2024.

By Brett Lansdell Title President

Company L & M Contractors LLC

Address 13148 Lee Bonner Road Elrod, AL 35458

Phone 205-650-2430

Employer Identification No. 93-1971451

Email Address brett@lmcontractorsllc.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, L&M Contractors, LLC  
as Principal, and Developers Surety and Indemnity Company  
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the  
penal sum of five percent of the total amount of the 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 21st day of June, 2024.

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 SWPS SEWER LINE, BID NO. 2024-036WL.

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.

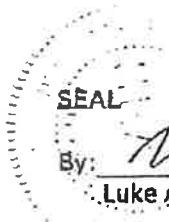
I&M Contractors, LLC


 (L.S.)

Principal

Developers Surety and Indemnity Company

Surety



By:   
Luke A. Lawrence, Attorney-in-Fact/MS Nonresident Agent #10624292

**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL THY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, construe and appoint:

R. Forrest Fitts, J. David Fitts, Charles F. Horton, Jr., Timothy L. Donahue, Thomas A. Humber, Luke A. Lawrence, Jeffrey Hogg, Raven Davis, Julie Tubbs and Chris Beaker, of Tuscaloosa, AL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, its sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 18, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sami Zaza, President, Surety Underwriting, James Dell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signers"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hierich is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signers and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signer and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]  
Printed Name Sam Zaza  
Title President, Surety Underwriting



**ACKNOWLEDGEMENT:**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sami Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

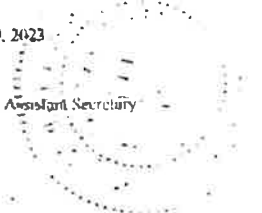


**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by: [Signature] Barry W. Moses, Assistant Secretary  
DocuSign Envelope ID: 3352BF06-5E8D-4796-837E-C1E455E6530F



PCA No. N/A

Ed. 0323

Signed and sealed this 21st day of June, 2024.

**79155**

09935 Tupelo Sewer Line SWPS, BID 2024-036WL

Received June 21, 2024 8:04am CDT

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## **J&M Contractors LLC**

**Certificate of Resp # MC-25950**

|         |  |
|---------|--|
| contact | Brett Lansdell                           |
| address | 13148 Lee Bonner Road<br>Elrod, AL 35458 |
| phone   | 2056502430                               |
| mail    | brett@jmcontractorsllc.com               |

---

## **Attachments**

📎 Bid Submittal.pdf (2.2 MB)

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 SWPS SEWER LINE, BID NO. 2024-036WL, FEDERAL AWARD NUMBER SLFR2621** 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.

**START OF CONSTRUCTION IS NOT EXPECTED TO BEGIN UNTIL LATE NOVEMBER 2024.**

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 90 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:

1 - 6/17/24  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*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:

REVISED by Addendum 1

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                             |
|--|--|--------------------|-------|---------------------------------------|---------------------------------------|
| <b>TUPELO SWPS SEWER LINE</b>            |  |                    |       |                                       |                                       |
| <b>FAIN SLFR2621, BID NO. 2024-035WL</b> |  |                    |       |                                       |                                       |
| 1  | 24" C905 PVC DR 18 Pressure Sewer Line   | 1,228              | LinFt | \$ 270.00                             | \$ 331,560.00                         |
| 2  | 24" HDPE DR9 Pressure Sewer Line thru Encasement                                   | 175                | LinFt | \$ 475.00                             | \$ 83,125.00                          |
| 3  | 18" C905 PVC DR 18 Pressure Sewer Line   | 1,318              | LinFt | \$ 195.00                             | \$ 257,010.00                         |
| 4  | 18" Ductile Iron PC 250 Pipe Pressure Sewer Line for Creek Crossings (Polywrapped) | 108                | LinFt | \$ 935.00                             | \$ 100,980.00                         |
| 5  | 24" 90 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 6,000.00                           | \$ 6,000.00                           |
| 6  | 24" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 5,900.00                           | \$ 11,800.00                          |
| 7  | 24" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 5,900.00                           | \$ 5,900.00                           |
| 8  | 24" 11 1/4 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 5,900.00                           | \$ 11,800.00                          |
| 9  | 18" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 4,900.00                           | \$ 9,800.00                           |
| 10                                       | 18" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 4,900.00                           | \$ 4,900.00                           |
| 11                                       | 18" 11 1/4 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 4,900.00                           | \$ 4,900.00                           |
| 12                                       | 24" Bell Joint Restraint (Polywrapped)   | 18                 | Each  | \$ 2,375.00                           | \$ 42,750.00                          |
| 13                                       | 18" Bell Joint Restraint (Polywrapped)   | 9                  | Each  | \$ 2,020.00                           | \$ 18,180.00                          |
| 14                                       | Bypass Pumping (Allowance)   | 1                  | LS    | \$ 25,000.00                          | \$ 25,000.00                          |
| 15                                       | Removal and Disposal of Existing 24" and 18" DIP                                   | 1                  | LS    | <del>\$ 50,000.00</del><br>100,000.00 | <del>\$ 50,000.00</del><br>100,000.00 |
| 16                                       | Connection to Existing 24" Pipe  | 2                  | Each  | \$ 15,000.00                          | \$ 30,000.00                          |
| 17                                       | Connection to Existing 18" Pipe  | 2                  | Each  | \$ 13,000.00                          | \$ 26,000.00                          |
| 18                                       | Crushed Stone Foundation Stabilization   | 250                | CuYd  | \$ 85.00                              | \$ 21,250.00                          |
| 19                                       | Concrete Cradle for 18" pipe   | 4                  | Each  | \$ 4,200.00                           | \$ 16,800.00                          |
| 20                                       | Stone Riprap (200 Lb.)   | 80                 | Ton   | \$ 125.00                             | \$ 10,000.00                          |
| 21                                       | Wattles, 20" Diameter  | 40                 | LinFt | \$ 10.00                              | \$ 400.00                             |
| 22                                       | Seeding & Mulching, Pressure Sewer Line  | 3,100              | LinFt | \$ 5.00                               | \$ 15,500.00                          |
| <b>TOTAL BASE BID</b>                    |  |                    |       |                                       | \$ 1,093,655.00<br>1,133,655.00       |

BH

BH

**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.

REVISED by Addendum 1

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  Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 21<sup>st</sup> day of June, 2024

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@phillips Contracting . 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 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 21st day of June, 2024.

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 SWPS SEWER LINE, BID NO. 2024-036WL.

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.

*[Signature]* (L.S.)  
Principal

Fidelity and Deposit Company of Maryland  
Surety

SEAL

By: *[Signature]*  
Trina Cobb, Attorney-in-Fact  
Resident MS Agent/Fisher Brown Bottrell



**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 Robert D. Murray, 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 **Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, 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.

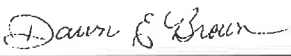
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has 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 6th day of October, A.D. 2023.



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

  
By: Robert D. Murray  
Vice President

  
By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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 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. Maison*

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 31, 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 21st day of June, 2024.



*MJ Pethick*

By: 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](mailto:reportsfclaims@zurichna.com)  
800-626-4577

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

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

Project No: TUPELO SWPS SEWER LINE

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] 6/21/24  
Authorized Officer or Agent Date

Blake Hill President  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent, Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 21<sup>st</sup> day of June, 2024.

[Signature]  
NOTARY PUBLIC  
Benton County  
My Commission Expires: January 26, 2024  
STATE OF MISSISSIPPI  
KENNETH ALLEN TATEM  
NOTARY PUBLIC  
BENTON COUNTY  
COMMISSION EXPIRES  
JANUARY 26, 2024

\* 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.

BID FORM

Proposal of Paul Smiley Construction Company 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 SWPS SEWER LINE, BID NO. 2024-036WL, FEDERAL AWARD NUMBER SLFR2621** 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.

**START OF CONSTRUCTION IS NOT EXPECTED TO BEGIN UNTIL LATE NOVEMBER 2024.**

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 90 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:

Addendum No. 1  
\_\_\_\_\_  
\_\_\_\_\_

\*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:

REVISED by Addendum 1



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              |
|--|--|--------------------|-------|----------------|------------------------|
| <b>TUPELO SWPS SEWER LINE</b>            |  |                    |       |                |                        |
| <b>FAIN SLFR2621, BID NO. 2024-035WL</b> |  |                    |       |                |                        |
| 1  | 24" C905 PVC DR 18 Pressure Sewer Line   | 1,228              | LinFt | \$ 328.38      | \$ 403,250.64          |
| 2  | 24" HDPE DR9 Pressure Sewer Line thru Encasement                                   | 175                | LinFt | \$ 322.06      | \$ 56,360.50           |
| 3  | 18" C905 PVC DR 18 Pressure Sewer Line   | 1,318              | LinFt | \$ 239.31      | \$ 315,410.58          |
| 4  | 18" Ductile Iron PC 250 Pipe Pressure Sewer Line for Creek Crossings (Polywrapped) | 108                | LinFt | \$ 660.89      | \$ 71,376.12           |
| 5  | 24" 90 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 11,663.35   | \$ 11,663.35           |
| 6  | 24" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 5,325.11    | \$ 10,650.22           |
| 7  | 24" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 5,301.63    | \$ 5,301.63            |
| 8  | 24" 11 1/4 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 5,037.72    | \$ 10,075.44           |
| 9  | 18" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 2,946.59    | \$ 5,893.18            |
| 10                                       | 18" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 4,261.66    | \$ 4,261.66            |
| 11                                       | 18" 11 1/4 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 4,408.14    | \$ 4,408.14            |
| 12                                       | 24" Bell Joint Restraint (Polywrapped)   | 18                 | Each  | \$ 1,369.86    | \$ 24,657.48           |
| 13                                       | 18" Bell Joint Restraint (Polywrapped)   | 9                  | Each  | \$ 1,070.17    | \$ 9,631.53            |
| 14                                       | Bypass Pumping (Allowance)   | 1                  | LS    | \$ 25,000.00   | \$ 25,000.00           |
| 15                                       | Removal and Disposal of Existing 24" and 18" DIP                                   | 1                  | LS    | \$ 145,372.50  | \$ 145,372.50          |
| 16                                       | Connection to Existing 24" Pipe  | 2                  | Each  | \$ 4,967.27    | \$ 9,934.54            |
| 17                                       | Connection to Existing 18" Pipe  | 2                  | Each  | \$ 4,806.24    | \$ 9,612.48            |
| 18                                       | Crushed Stone Foundation Stabilization   | 250                | CuYd  | \$ 111.83      | \$ 27,957.50           |
| 19                                       | Concrete Cradle for 18" pipe   | 4                  | Each  | \$ 4,473.00    | \$ 17,892.00           |
| 20                                       | Stone Riprap (200 Lb.)   | 80                 | Ton   | \$ 117.42      | \$ 9,393.60            |
| 21                                       | Wattles, 20" Diameter  | 40                 | LinFt | \$ 10.34       | \$ 413.60              |
| 22                                       | Seeding & Mulching, Pressure Sewer Line  | 3,100              | LinFt | \$ 3.36        | \$ 10,416.00           |
| <b>TOTAL BASE BID</b>                    |  |                    |       |                | <b>\$ 1,188,932.69</b> |

**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 |
|---------------|---------|--------------------------|--------|
|               |         |                          |        |
|               |         |                          |        |
|               |         |                          |        |

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.

REVISED by Addendum 1



The bid security attached in the sum of 5%  
\_\_\_\_\_ 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 \_\_\_\_\_ Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 21<sup>st</sup> day of June, 2024.

By [Signature] Title President

Company Paul Smithey Construction Co Inc.

Address PO Box 357 Belden MS 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address Paul Smithey Const @ att.net

SEAL (If bid is by a corporation.)

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

Project No: TUPELO SWPS SEWER LINE

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.

459901  
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: *Wesley Nelson* 6-21-24  
Authorized Officer or Agent Date

Wesley Nelson President  
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 21<sup>st</sup> day of June, 2024.

*Margie Randle*  
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.

**BID BOND**

Paul Smithey Construction  
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Co., Inc.  
as Principal, and The Gray Casualty & Surety Company  
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 21st day of June, 2024.

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 SWPS SEWER LINE, BID NO. 2024-036WL.

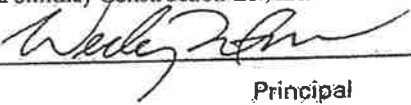
NOW, THEREFORE,

- (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.


Paul Smithey Construction Co., Inc.

By:  (L.S.)  
Principal

The Gray Casualty & Surety Company

Surety

SEAL

By:   
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond Principal: Paul Smitley Construction Co., Inc.

Project: Tupelo SWPS Sewer Line, Bid no. 2024-036WL

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00:

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to: execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of June, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of June, 2024.

*Leigh Anne Henican*



79152

09935 Tupelo Sewer Line SWPS, BID 2024-036WL

received June 21, 2024 8:02am CDT

## Paul Smithey Construction Co., Inc

Certificate of Resp # 04370-MC

|         |  |
|---------|--|
| contact | Wesley Nelson                              |
| address | 702 Westmoreland Drive<br>Tupelo, MS 38801 |
| phone   | 662-844-0794                               |
| mail    | paulsmitheyconst@att.net                   |

## Attachments

IMG\_20240621\_0001.pdf (4.8 MB)

BID FORM

Proposal of ENSCOR, LLC

(hereinafter called "Bidder"), organized and existing under the laws of the State of Tennessee, doing business as LIMITED LIABILITY COMPANY  
\* to CITY OF TUPELO (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for TUPELO SWPS SEWER LINE, BID NO. 2024-036WL, FEDERAL AWARD NUMBER SLFR2621 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.

**START OF CONSTRUCTION IS NOT EXPECTED TO BEGIN UNTIL LATE NOVEMBER 2024.**

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 90 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:

#1 - JUNE 18, 2024  
\_\_\_\_\_  
\_\_\_\_\_

\*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              |
|--|--|--------------------|-------|----------------|------------------------|
| <b>TUPELO SWPS SEWER LINE</b>            |  |                    |       |                |                        |
| <b>FAIN SLFR2621, BID NO. 2024-035WL</b> |  |                    |       |                |                        |
| 1  | 24" C905 PVC DR 18 Pressure Sewer Line   | 1,228              | LinFt | \$ 336.55      | \$ 413,283.40          |
| 2  | 24" HDPE DR9 Pressure Sewer Line thru Encasement                                   | 175                | LinFt | \$ 350.00      | \$ 61,250.00           |
| 3  | 18" C905 PVC DR 18 Pressure Sewer Line   | 1,318              | LinFt | \$ 263.50      | \$ 347,293.00          |
| 4  | 18" Ductile Iron PC 250 Pipe Pressure Sewer Line for Creek Crossings (Polywrapped) | 108                | LinFt | \$ 2,000.00    | \$ 216,000.00          |
| 5  | 24" 90 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 15,700.00   | \$ 15,700.00           |
| 6  | 24" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 8,750.00    | \$ 17,500.00           |
| 7  | 24" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 8,875.00    | \$ 8,875.00            |
| 8  | 24" 11 1/4 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 8,300.00    | \$ 16,600.00           |
| 9  | 18" 45 Degree Bend (Polywrapped)   | 2                  | Each  | \$ 6,425.00    | \$ 12,850.00           |
| 10                                       | 18" 22 1/2 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 6,400.00    | \$ 6,400.00            |
| 11                                       | 18" 11 1/4 Degree Bend (Polywrapped)   | 1                  | Each  | \$ 6,625.00    | \$ 6,625.00            |
| 12                                       | 24" Bell Joint Restraint (Polywrapped)   | 18                 | Each  | \$ 3,100.00    | \$ 55,800.00           |
| 13                                       | 18" Bell Joint Restraint (Polywrapped)   | 9                  | Each  | \$ 3,000.00    | \$ 27,000.00           |
| 14                                       | Bypass Pumping (Allowance)   | 1                  | LS    | \$ 25,000.00   | \$ 25,000.00           |
| 15                                       | Removal and Disposal of Existing 24" and 18" DIP                                   | 1                  | LS    | \$ 25,000.00   | \$ 25,000.00           |
| 16                                       | Connection to Existing 24" Pipe  | 2                  | Each  | \$ 15,000.00   | \$ 30,000.00           |
| 17                                       | Connection to Existing 18" Pipe  | 2                  | Each  | \$ 13,500.00   | \$ 27,000.00           |
| 18                                       | Crushed Stone Foundation Stabilization   | 250                | CuYd  | \$ 120.00      | \$ 30,000.00           |
| 19                                       | Concrete Cradle for 18" pipe   | 4                  | Each  | \$ 5,000.00    | \$ 20,000.00           |
| 20                                       | Stone Riprap (200 Lb.)   | 80                 | Ton   | \$ 75.00       | \$ 6,000.00            |
| 21                                       | Wattles, 20" Diameter  | 40                 | LinFt | \$ 20.00       | \$ 800.00              |
| 22                                       | Seeding & Mulching, Pressure Sewer Line  | 3,100              | LinFt | \$ 2.00        | \$ 6,200.00            |
| <b>TOTAL BASE BID:</b>                   |  |                    |       |                | <b>\$ 1,375,176.40</b> |



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 |
|---------------|---------|--------------------------|--------|
| <i>None</i>   |         |                          |        |
|               |         |                          |        |
|               |         |                          |        |

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.

REVISED by Addendum 1

The bid security attached in the sum of 5% OF BID AMOUNT  
\_\_\_\_\_ 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 21 day of JUNE, 2024  
By [Signature] Title OWNER  
Company ENSCOR, LLC  
Address 5566 COMMANDER DR., ARLINGTON, TX 38002  
Phone 901-277-6623  
Employer Identification No. 58-2498523  
Email Address JEFF@ENSCOR.NET

SEAL (If bid is by a corporation.)

# ENSCOR, LLC

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"Sitework Solutions"

## 12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC  
as Principal, and Travelers Casualty and Surety Company of America  
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 21st day of June, 2024.

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 SWPS SEWER LINE, BID NO. 2024-036WL.


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.

ENSCOR, LLC

By  (L.S.)  
Principal

Travelers Casualty and Surety Company of America  
Surety

SEAL

By:   
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **June**, 2024



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

Project No: TUPELO SWPS SEWER LINE

Termini: CITY OF TUPELO

Prime Consultant: ENSCOR, LLC

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.

58-2498528  
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

JUNE 21, 2024  
Date

JEFF SMITH  
Printed Name of Authorized Officer or Agent

OWNER  
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 21 day of JUNE

Cynthia H. Smith  
NOTARY PUBLIC  
My Commission Expires: Oct 25 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.