

SECTION 905 - PROPOSAL

Date 3/27/24

TO: City of Tupelo
STP-0430-00(046) LPA/109150

Sirs: The following proposal is made on behalf of Phillips Contracting Co., Inc.
of P.O. Box 7530
Columbus, MS 39705

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of _____, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of _____ located at _____ prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _____ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _____ election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: 3/27/2024

Phillips Contracting Co., Inc.
Contractor

BY: [Signature]

TITLE: President

ADDRESS: P.O. Box 7530

CITY: Columbus, MS 39705

PHONE: 662-328-6250

FAX: 662-329-3291

EMAIL: allen@phillipscontracting.com

SECTION 905 PROPOSAL (Bid Sheet No. 2-1)
 PROJECT NO. STP-0430-00(046)LPA/109150-701000
 CITY OF TUPELO
 LEE COUNTY, MISSISSIPPI
 PROJECT DESCRIPTION: WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

ITEM NO.	PAY ITEM NO.	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	ITEM TOTAL
10	201-A001	Clearing and Grubbing	1	LS	*****	19,500.00
20	202-B004	Removal of Asphalt Driveways, All Depths	20	SY	40.00	800.00
30	202-B080	Removal of Concrete Sidewalk	10	SY	40.00	400.00
40	202-B088	Removal of Curb & Gutter, All Types	68	LF	40.00	2,720.00
50	202-B191	Removal of Pipe, 8" And Above	1	LF	500.00	500.00
60	203-A002	Unclassified Excavation, LVM, AH	50	CY	32.50	1,625.00
70	203-EX041	Borrow Excavation, AH, LVM, Class B9-6	523	CY	35.00	18,305.00
80	203-G002	Excess Excavation, LVM, AH	115	CY	32.50	3,737.50
90	216-A001	Solid Sodding	2,255	SY	8.00	18,040.00
100	219-A001	Watering	10	KGAL	\$ 20.00	\$ 200.00
110	907-234-A001	Temporary Silt Fence	1,200	LF	4.00	4,800.00
120	235-A001	Temporary Erosion Checks	20	EA	10.00	200.00
130	237-A001	Wattles, 12"	100	LF	10.00	1,000.00
140	503-C010	Saw Cut, Full Depth	70	LF	25.00	1,750.00
150	601-B001	Class "B" Structural Concrete, Minor Structures	5	CY	4,450.00	22,250.00
160	602-A001	Reinforcing Steel	42	LBS	10.00	420.00
170	603-CA003	15" Reinforced Concrete Pipe, Class III	96	LF	101.00	9,696.00
180	603-CA011	18" Reinforced Concrete Pipe, Class III	8	LF	202.00	1,616.00
190	603-CB002	15" Reinforced Concrete End Section	2	EA	1,500.00	3,000.00
200	603-CB003	18" Reinforced Concrete End Section	1	EA	2,000.00	2,000.00
210	604-B001	Gratings	150	LBS	10.00	1,500.00
220	608-B001	Concrete Sidewalk, With Reinforcement	672	SY	97.80	65,721.60
230	907-608-C001	Detectable Warning Panels	120	SF	40.00	4,800.00
240	609-B002	Concrete Curb, Header	45	LF	80.00	3,600.00
250	613-D009	Adjustment of Utility Appurtenance	4	EA	1,000.00	4,000.00
260	614-B001	Concrete Driveway, With Reinforcement	35	SY	135.00	4,725.00
270	618-A001	Maintenance of Traffic	1	LS	*****	10,000.00
280	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	160	SF	35.50	5,680.00
290	619-D3001	Remove and Reset Signs, All Sizes	6	EA	600.00	3,600.00
300	620-A001	Mobilization	1	LS	*****	10,000.00
310	626-H004	Thermoplastic Legend, White	344	SF	18.00	6,192.00
320	630-C002	Steel U-Section Posts, 2.0 lb/ft	200	LF	12.00	2,400.00
330	699-A001	Roadway Construction Stakes	1	LS	*****	10,000.00
340	L00061 - 202-B501	Removal of Headwall	3	EA	1,000.00	3,000.00
Total Cost						247,778.10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Phillips Contracting Co., Inc.

P.O. Box 7530 Columbus, MS 39705

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Tupelo

71 East Troy Street Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

WARD 7 LAWDALE ELEMENTARY SIDEWALKS", Bid No. 2024-009PW, for a total project length of approximately 0.25 miles, known as Federal Aid Project No. STP-0430-00(046)LPA/ 109150-701000.

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 27th day of March A.D. 2024

Phillips Contracting Co., Inc.

(Principal)

(Seal)

By:

(Title)

(Witness)

Fidelity and Deposit Company of Maryland

(Surety)

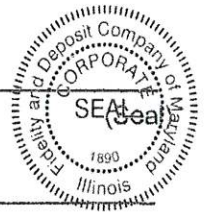
By:

Peggy L. Jackson

(Attorney-in-Fact)

(Witness)

Braxton Brumfield



Bond Number: Bid Bond

Obligee: City of Tupelo

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 **Peggy L. Jackson**, 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 10th 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 10th 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, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2026



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of March, 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
800-626-4577

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