

3-10113-24M



July 31, 2024

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

**TWL LS RESPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH,  
BID NO. 2024-045WL  
LEE COUNTY, MS**

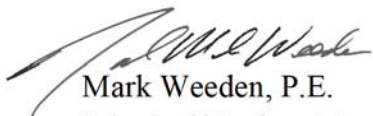
Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the tabulation is enclosed along with the original bids.

Please note that **EUBANK CONSTRUCTION CO.** submitted the low BASE BID of **\$1,560,000.00.**

Therefore, given the Tabulated Bids and designated budget, results indicate an award to **EUBANK CONSTRUCTION CO.** in the amount of their total BASE BID of **\$1,560,000.00.**

EUBANK CONSTRUCTION CO. is an experienced contractor in reputable standing and has the essential resources to perform the work required.

Please advise should there be concerns.



Mark Weeden, P.E.  
Principal/ Project Manager

Copy To: Eubank Construction Co., 2011 North Second St., Booneville, MS 38829

July 31, 2024 @ 10:00am City of Tupelo, City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804		24650-MC Eubank Construction Co. 2011 North Second St Booneville, MS 38829		00229-MC Phillips Contracting Co., Inc. P.O. Box 7530 Columbus, MS 39705			
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH							
FAIN SLFR2621, BID NO. 2024-045WL							
1	Cliff Gookin #1 200GPM Sewage Lift Station (Includes Removal of Existing Equipment, Abandoning Existing Wetwell, Site Work, Fencing, New Wet Well, Duplex Submersible, Pump Equipment, Control Panel VEDs, SCADA Equipment, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 410,000.00	\$ 410,000.00	\$ 425,800.00	\$ 425,800.00
2	Cliff Gookin #2 200GPM Sewage Lift Station (Includes Removal of Existing Equipment, Grouting Existing Wetwell Invert, Site Work, Fencing, New Wet Well, Duplex Submersible, Pump Equipment, Control Panel VEDs, SCADA Equipment, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 400,000.00	\$ 400,000.00	\$ 430,200.00	\$ 430,200.00
3	MidSouth 900GPM Sewage Lift Station (Includes Removal of Existing Equipment and Building, Grouting Existing Wetwell Invert, Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel VFDs, SCADA Equipment, Electrical, Top and Hatches, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 720,000.00	\$ 720,000.00	\$ 745,000.00	\$ 745,000.00
4	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID				\$	1,560,000.00	\$	1,631,000.00

**EUBANK CONSTRUCTION COMPANY**

2011 North Second Street

Booneville, MS 38829

Certificate of Responsibility #: 24650 MC

Date of Expiration: January 12, 2025

Classification: Municipal and Public Works

Construction; Highway, Street and

Bridge Construction

**SEALED BID TO:**  
**CITY OF TUPELO**

**Bid for**  
**TWL TS REPLACEMENT**  
**FOR CLIFF GOOKIN #1 & #2 & MIDSOUTH**  
**FAIN: SLFR2621**

**Bid Date: 07/31/2024 @10:00 AM**

ADDENDUM NO. 1  
TO THE  
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH  
FAIN SLFR2621  
FOR  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI

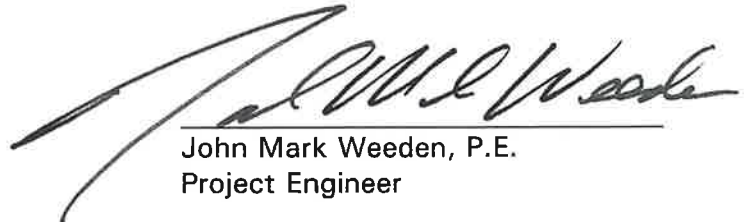
This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH dated JULY 2024, and shall remain in full force except as herein amended.

CONTRACT DOCUMENTS

1. ADD the following to the bound Bid Form:

"Notice to Proceed can be delayed up to February 1, 2025."

This the 25<sup>th</sup> day of July, 2024.

  
John Mark Weeden, P.E.  
Project Engineer



BID FORM

Proposal of Eubank Construction Company

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

KS, 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 **TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, 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.

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 180 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*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:

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>TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 &amp; #2 &amp; MID-SOUTH</b>					
<b>FAIN SLFR2621, BID NO. 2024-045WL</b>					
1	Cliff Gookin #1 200GPM Sewage Lift Station (Includes Removal of Existing Equipment, Abandoning Existing Wetwell, Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel VFDs, SCADA Equipment, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 410,000.00	\$ 410,000.00
2	Cliff Gookin #2 200GPM Sewage Lift Station (Includes Removal of Existing Equipment, Grouting Existing Wetwell Invert, Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel VFDs, SCADA Equipment, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 400,000.00	\$ 400,000.00
3	MidSouth 900GPM Sewage Lift Station (Includes Removal of Existing Equipment and Building, Grouting Existing Wetwell Invert, Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel VFDs, SCADA Equipment, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 720,000.00	\$ 720,000.00
4	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
<b>TOTAL BASE BID</b>					<b>\$ 1,560,000.00</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
JEFF'S ELECTRIC	PO Box 7191, Tupelo, MS	ELECTRICAL	\$40,000.00
NORTH MS FENCE	71 CR 3301, Booneville, MS	CHAIN LINK FENCE	\$10,000.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of \_\_\_\_\_  
5% OF BID Dollars,

( \$ \_\_\_\_\_ ) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

X Resident Contractor \_\_\_\_\_ Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 31 day of July, 2024.

By Alan Thompson Title President

Company Eubank Construction Company

Address 2011 N. 2nd St. Booneville MS 38829

Phone 662-728-2046

Employer Identification No. 83-1613489

Email Address alan.thompson@ecc-inc.net

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Eubank Construction Company  
as Principal, and Endurance Assurance Corporation

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

of the amount Bid 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 31st day of July, 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 TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MI-  
SOUTH, BID NO. 2024-045WL.

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.

Eubank Construction Company  
2011 North Second Street, Booneville, MS 38829

  
\_\_\_\_\_  
Alan Thompson, President

(L.S.)

Principal

Endurance Assurance Corporation  
4 Manhattanville Road, Purchase, NY 10577 (914) 468-8000

Surety

SEAL

By:   
\_\_\_\_\_  
Rebecca S. Leal, Attorney-in-Fact  
MS License No. 10658918



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braille, Mary T. Flanagan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**  
By: *Richard M Appel*  
Richard Appel: SVP & Senior Counsel



**Endurance American Insurance Company**  
By: *Richard M Appel*  
Richard Appel: SVP & Senior Counsel



**Lexon Insurance Company**  
By: *Richard M Appel*  
Richard Appel: SVP & Senior Counsel



**Bond Safeguard Insurance Company**  
By: *Richard M Appel*  
Richard Appel: SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/9/27



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of July, 20 24.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



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

Project No: TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH

Termini: CITY OF TUPELO

Prime Consultant: Eubank Construction Company

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.

137281

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] 7/31/24  
Authorized Officer or Agent Date

Alan Thompson 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 31 day of July, 2024

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 10-18-25



\* 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.



Phillips Contracting Co., Inc.

P.O. Box 7530

Columbus, Ms 39705

Certificate of Responsibility # 00229-MC

Bid Submitted To:

Tupelo City Hall

Tax Office, Attn Traci Dillard

71 East Troy Street

Tupelo, Ms 38804

Bid for Project No. Bid No. 2024-045WL

Project Name TWL LS Replacement for Cliff Gookin #1 & #2 & Mid-South

Project Location Tupelo, Ms

Bid Date 7/31/2024

Bid Time 10:00 am Local Time

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 **TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, 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.

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 180 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 - 7/25/24  
\_\_\_\_\_  
\_\_\_\_\_

\*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:

## 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>TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 &amp; #2 &amp; MID-SOUTH</b>					
<b>FAIN SLFR2621, BID NO. 2024-045WL</b>					
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2	Cliff Gookin #2 200GPM Sewage Lift Station (Includes Removal of Existing Equipment, Grouting Existing Wetwell Invert, Site Work, Fencing, New Wet Well, Duplex Submersible Pump Equipment, Control Panel VFDs, SCADA Equipment, Electrical, Top and Hatches, Valve Vault, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 430,200.00	\$ 430,200.00
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4	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
<b>TOTAL BASE BID</b>					\$ 1,631,000.00

### PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
	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.



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:

X Resident Contractor \_\_\_\_\_ Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 31<sup>st</sup> day of July, 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@phillipscontracting.com

SEAL (If bid is by a corporation.)



## PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH

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.

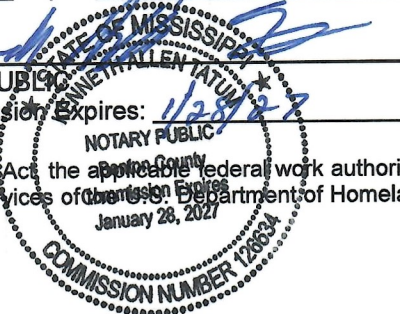
BY: [Signature] 7/31/24  
Authorized Officer or Agent Date

Blake Hill 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 31<sup>st</sup> day of July, 2024.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 1/28/27

\* 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**

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 of the Amount of the Bid

-----(5% of Bid) ----- 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 31st day of July, 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 TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MI-

SOUTH, BID NO. 2024-045WL.

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.

By:  President (L.S.)  
Principal

Fidelity and Deposit Company of Maryland

Surety

SEAL

By: 

Trina Cobb, Attorney-in-Fact

Resident Mississippi Agent

Fisher Brown Bottrell, a Marsh & McLennan Agency LLC Company



**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

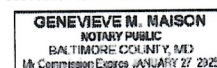
By: *Dawn E. Brown*  
Secretary

**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*



**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 31st day of July, 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**



ADDENDUM NO. 1  
TO THE  
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH  
FAIN SLFR2621  
FOR  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH dated JULY 2024, and shall remain in full force except as herein amended.

CONTRACT DOCUMENTS

1. ADD the following to the bound Bid Form:

"Notice to Proceed can be delayed up to February 1, 2025."

This the 25<sup>th</sup> day of July, 2024.



John Mark Weeden, P.E.  
Project Engineer



## ADVERTISEMENT FOR BIDS

Separate and sealed bids or electronic bids for the construction of **TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, BID NO. 2024-045WL** will be received by the **CITY OF TUPELO** until **10:00 A.M. on WEDNESDAY THE 31<sup>ST</sup> DAY OF JULY, 2024** and then at said office publicly opened and read aloud. Sealed bids will be received until the designated date and time at **TUPELO CITY HALL, TAX OFFICE, ATTENTION: TRACI DILLARD, 71 EAST TROY STREET, TUPELO, MS 38804**. Electronic bids will be received until the date and time via electronic online submission through [www.cceplanroom.com](http://www.cceplanroom.com).

This project consists of removing and replacing three (3) lift stations.

The Contract Documents may be examined at the following locations: **TUPELO CITY HALL, 71 EAST TROY STREET, TUPELO, MS 38804**, and Cook Coggin Engineers, Inc., 703 Crossover Road, Tupelo, Mississippi 38801.

Registering for a free account at [www.cceplanroom.com](http://www.cceplanroom.com) will enable bidders to view and/or order Contract Documents online. The only requirement for account registration is a valid email address. Questions regarding website registration or online orders shall be directed to Plan House Printing at (662) 407-0193.

Contract Documents are issued to potential Bidders from Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804. Bidders may opt to purchase Contract Documents online at [www.cceplanroom.com](http://www.cceplanroom.com). All payments for Bid Documents are non-refundable and shall be made payable to Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804.

**Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing, on behalf of the Engineer, and whose name appears on the official list of Plan holders maintained by Plan House Printing.**

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number **SLFR2621** awarded to **CITY OF TUPELO** by the U.S. Department of the Treasury.

Each bidder must deposit with this bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. For Bidders submitting bids electronically, the bond submitted must be either a bond issued by the Surety in electronic format or the original hard copy of the bid bond must be submitted to the **CITY OF TUPELO, TAX OFFICE, ATTENTION: TRACI DILLARD, 71 EAST TROY STREET, TUPELO, MISSISSIPPI 38804**, prior to bid opening in order for the bid to be valid.

No Bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish surety bonds subject to the conditions provided in the Information for Bidders.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

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

A conditional or qualified Bid will not be accepted. Award will be made to the lowest or best responsible, responsive Bidder.

The Owner reserves the right to waive any informality or to reject any or all Bids.

***CITY OF TUPELO***  
***MAYOR TODD JORDAN***

Publish: July 2, 9, 2024