

3-10114-24M



December 10, 2024

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

**TWL COLONIAL ESTATES LIFT STATION REHABILITATION
BID NO. 2024-062WL
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 attached. The original bids will be returned to the City promptly.

Please note that **PAUL SMITHEY CONSTRUCTION CO., INC.** submitted the low BASE BID of **\$467,285.81**, with the low ADDITIVE ALTERNATE NO. 1 of **\$37,275.00**.

Therefore, given the Tabulated Bids and designated budget, results indicate an award to **PAUL SMITHEY CONSTRUCTION** in the amount of their total BASE BID plus ADDITIVE ALTERNATE NO. 1 for a total **CONTRACT AWARD** of **\$504,560.81**.

PAUL SMITHEY CONSTRUCTION CO., INC. 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: Paul Smithey Construction Co., Inc., PO Box 367, Belden, MS 38826

December 10, 2024 @ 10:00am Tupelo City Hall, Tax Office, 71 East Troy Street, Tupelo, MS 38804				04370-MC Paul Smithey Construction Co., Inc. PO Box 367 Belden, MS 38826		00229-MC Phillips Contracting Co., Inc. PO Box 7530 Columbus, MS 39705	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
COLONIAL ESTATES LS REHABILITATION							
BASE BID							
1	900 GPM Sewage Lift Station (Includes Removal of Existing Equipment and Electrical, Site Work, Bypass Pumping Arrangement, Insertion Valve, Duplex Submersible Pump Equipment, Control Panel with VFDs, SCADA Equipmment, Electrical, Valve Vault, Valve Vault Hatch and Top, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 437,285.81	\$ 437,285.81	\$ 490,000.00	\$ 490,000.00
2	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID PRICE					\$ 467,285.81		\$ 520,000.00
ADDITIVE ALTERNATE NO. 1							
3	Equalization Basin Cleaning and Removal of Waste	1	LS	\$ 37,275.00	\$ 37,275.00	\$ 40,000.00	\$ 40,000.00
TOTAL ADD. ALT. NO 1					\$ 37,275.00		\$ 40,000.00
TOTAL BASE BID + ALTERNATE NO. 1					\$ 504,560.81		\$ 560,000.00



TWL Colonial Estates Lift Station Rehabilitation,
ARC Project No. 21688, Bid No. 2024-062WL
City of Tupelo, City Hall – Tax Office
71 East Troy Street
Tupelo, MS 38804
December 10, 2024 @ 10:00AM

BID OPENING CONFERENCE – LIST OF ATTENDEES

<u>Participant</u>	<u>Representing</u>
Chris Lewis	TWZL
Johnny Timmons	TWL
Allen Tatum	Phillips Cont.
Shelley Adams	Three Rivers ADD
Caleb Fancher	CCE
Traci Dillard	COT
Stephen N. Reed	COT
Shelley	CCE
Sen Logan	COT

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 Smithy Construction Co., Inc.

By  (L.S.)
Principal

The Gray Casualty & Surety Company
Surety

SEAL

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

#10804

3-10114 TWL Colonial Estates Lift Station Rehabilitation, ARC

Received December 10, 2024 9:05am CST

Paul Smithey Construction Co., Inc

Certificate of Resp # 04370-MC


Contact Wesley Nelson

Address 702 Westmoreland Drive
Tupelo, MS 38801

Phone 662-844-0794

Email paulsmitheyconst@att.net

Attachments

 IMG_20241210_0002.pdf (6.2 MB)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Paul Smithey Construction Co., Inc.

Project: Colonial Estates Lift Station Rehabilitation

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 10th day of December, 2024.

Mark 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 10th day of December, 2024.

Leigh Anne Henican



BID FORM

Proposal of Paul Smithey 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 **COLONIAL ESTATES LIFT STATION REHABILITATION, ARC PROJECT NO.21688**, 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 120 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.

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:

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
COLONIAL ESTATES LS REHABILITATION					
BASE BID					
1	900 GPM Sewage Lift Station (Includes Removal of Existing Equipment and Electrical, Site Work, Bypass Pumping Arrangement, Insertion Valve, Duplex Submersible Pump Equipment, Control Panel with VFDs, SCADA Equipment, Electrical, Valve Vault, Valve Vault Hatch and Top, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 437,285.81	\$ 437,285.81
2	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID					\$ 467,285.81
ADDITIVE ALTERNATE NO. 1					
3	Equalization Basin Cleaning and Removal of Waste	1	LS	\$ 37,275.00	\$ 37,275.00
TOTAL ADD. ALT. NO. 1					\$ 37,275.00

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

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.

He certifies that:

The legal name and the business address of the undersigned are:

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

And our Federal Identification No. is 64-0727854
(Please complete)

The undersigned is

- (1) ___ A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN
THE STATE OF Mississippi
- (2) ___ A PARTNERSHIP (4) ___ OTHER ORGANIZATION (describe)

(c) The name, title and addresses of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
Wesley Nelson	President	P.O. Box 357 Belden, MS 38826

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the interest (if none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The name, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Paul Smithy Construction Co, Inc.
(Contractor)

By 

Date 12-10-2024

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in pare: (Whoever... makes, passes, utters or publishes any statement, knowing to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include Zip Code)

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

YES NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

YES NO

4. Have you ever been or are you being considered for sanction due to violation of Exec. Order 11246 as amended?

YES NO

00 22 14.3

Cert of Bidder Regarding EEO
HUD 860.1 (11-78) ARC

NAME AND TITLE OF SIGNER (Please Type)

Paul Smithey Construction Company, Inc.
Wesley Nelson - President



SIGNATURE

12-10-24

DATE

Replaces Form HUD 4238, CD-1 which is obsolete

HUD-860.1(11-78)

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: COLONIAL ESTATES LIFT STATION REHABILITATION

Termini: CITY OF TUPELO

Prime Consultant: Paul Smithey Construction Company, 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.

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: [Signature] 12.10.24
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 10th day of December

[Signature]
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 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 **COLONIAL ESTATES LIFT STATION REHABILITATION, ARC PROJECT NO.21688**, 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 120 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.

Bidder acknowledges receipt of the following addendum:

1 - 12/5/24

*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
COLONIAL ESTATES LS REHABILITATION					
BASE BID:					
1	900 GPM Sewage Lift Station (Includes Removal of Existing Equipment and Electrical, Site Work, Bypass Pumping Arrangement, Insertion Valve, Duplex Submersible Pump Equipment, Control Panel with VFDs, SCADA Equipment, Electrical, Valve Vault, Valve Vault Hatch and Top, Piping, Fittings and Valves, Connection to Existing PSL, and Appurtenant Items)	1	LS	\$ 480,000.00 490,000.00	\$ 480,000.00 490,000.00
2	Temporary Bypass Pumping Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID					\$ 520,000.00

6H

ADDITIVE ALTERNATE NO. 1					
3	Equalization Basin Cleaning and Removal of Waste	1	LS	\$ 40,000.00	\$ 40,000.00
TOTAL ADD. ALT. NO. 1					\$ 40,000.00

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
	<i>N/A</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.

The bid security attached in the sum of 590k Bid
590k Bid Dollars, (\$ 590k 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 10th day of December, 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.)



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 the amount 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 10th day of December, 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 COLONIAL ESTATES LIFT STATION REHABILITATION.

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

**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 27, 2025



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 10th day of December 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

STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Appropriate Recipient)

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

Date *12/10/24*

Project No. ARC PROJECT NO. 21688

Project Name: **COLONIAL ESTATES LIFT STATION REHABILITATION**

The Undersigned, having executed a contract with

For the construction of the above identified project acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract:
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontracts is his responsibility.
-

He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5(29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276A-2(a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an eligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
-

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

He certifies that:

The legal name and the business address of the undersigned are:

P.O. Box 7530

Columbus, MS 39705

And our Federal Identification No. is 64-0345215
(Please complete)

The undersigned is

(1) ___ A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN
THE STATE OF Mississippi

(2) ___ A PARTNERSHIP (4) ___ OTHER ORGANIZATION (describe)

(c) The name, title and addresses of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Blake Hill</u>	<u>President</u>	<u>P.O. Box 7530, Columbus MS 39705</u>
<u>Allen Tatum</u>	<u>Vice-President</u>	<u>" " "</u>
<u>Tyler Sheppard</u>	<u>" "</u>	<u>" "</u>
<u>Rebecca Hayes</u>	<u>Sec/Treas</u>	<u>" "</u>

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the interest (if none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The name, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Phillips Contracting Co., Inc.
(Contractor)

By 

Date 12/10/24

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: (Whoever... makes, passes, utters or publishes any statement, knowing to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include Zip Code) *Phillips Contracting Co., Inc.
P.O. Box 7530
Columbus, MS 39705*

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

YES NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

YES NO

4. Have you ever been or are you being considered for sanction due to violation of Exec. Order 11246 as amended?

YES NO

NAME AND TITLE OF SIGNER (Please Type)

Blake Hill, President



SIGNATURE

12/10/24
DATE

Replaces Form HUD 4238, CD-1 which is obsolete

HUD-860.1(11-78)

3-10114
BID NO. 2024-062WL

COOK COGGIN ENGINEERS, INC.



ADDENDUM NO. 1
TO THE
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COLONIAL ESTATES LIFT STATION REHABILITATION
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for COLONIAL ESTATES LIFT STATION REHABILITATION dated OCTOBER 2024, and shall remain in full force except as herein amended.

APPENDIX

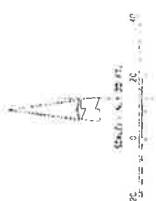
1. ADD the attached Record Drawings, marked "ADDED by Addendum 1".
Record Drawings from 1995 added for reference

This the 5th day of December 2024.

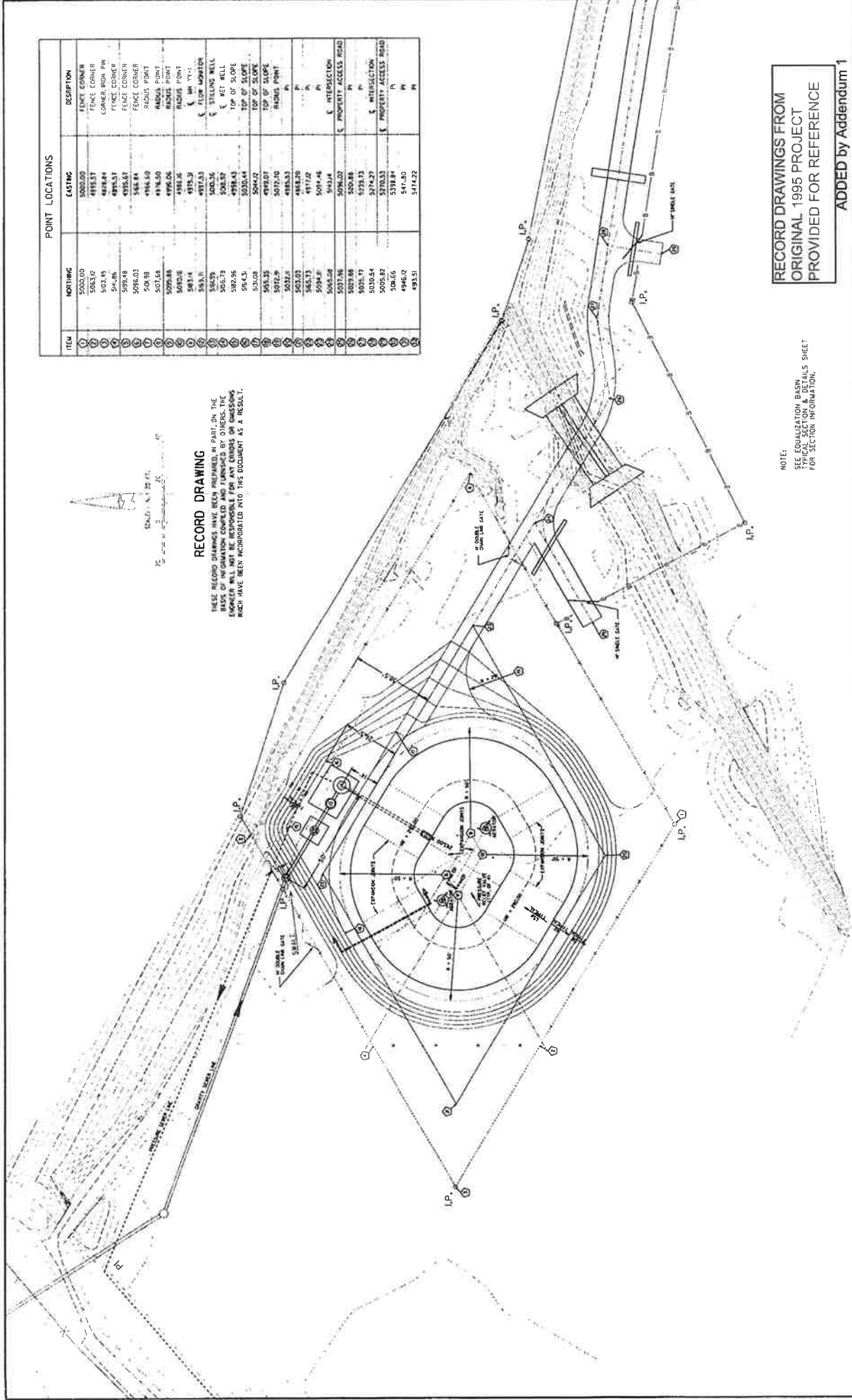


John Mark Weeden, P.E.
Project Engineer

ITEM	NORTHING	EASTING	DESCRIPTION
1	5003.00	5002.00	FENCE CORNER
2	5003.02	4995.57	FENCE CORNER
3	503.45	4998.84	CORNER BORN PIN
4	504.06	4995.57	FENCE CORNER
5	5095.48	4995.67	FENCE CORNER
6	5096.03	544.84	FENCE CORNER
7	508.98	4964.50	RADIUS POINT
8	507.68	4996.06	RADIUS POINT
9	5079.48	4996.06	RADIUS POINT
10	5092.48	4996.06	RADIUS POINT
11	5092.48	4996.06	RADIUS POINT
12	5092.48	4996.06	RADIUS POINT
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98	5092.48	4996.06	RADIUS POINT
99	5092.48	4996.06	RADIUS POINT
100	5092.48	4996.06	RADIUS POINT



RECORD DRAWING
 THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.



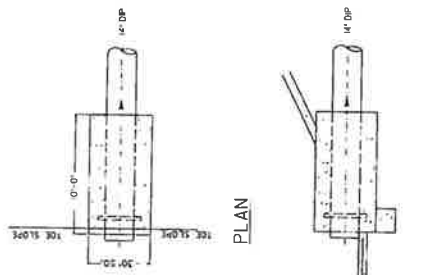
RECORD DRAWINGS FROM ORIGINAL 1995 PROJECT PROVIDED FOR REFERENCE

NOTE:
 SEE EQUALIZATION BASIN SHEET FOR SECTION INFORMATION.

ADDED by Addendum 1

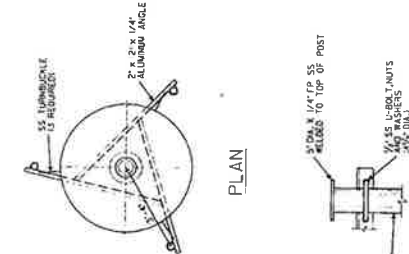


THE EQUALIZER BASIN SHALL HAVE A TOTAL OF 4 PRESSURE RELIEF VALVES. 4 THE BOTTOM SHALL BE CALCULATED AS HAVING 4 PRESSURE RELIEF VALVES. 4 CLOSURE SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS.

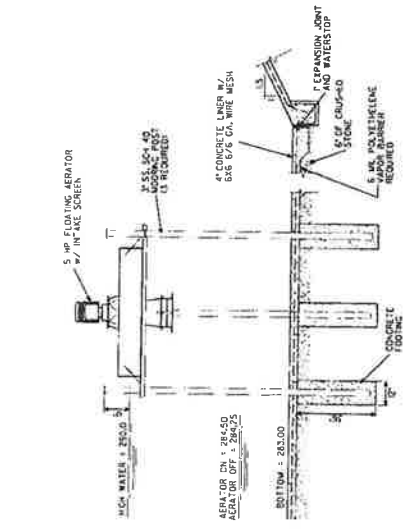


SECTION A-A
NTS

SECTION B-B
NTS



MOORING DETAIL
NTS



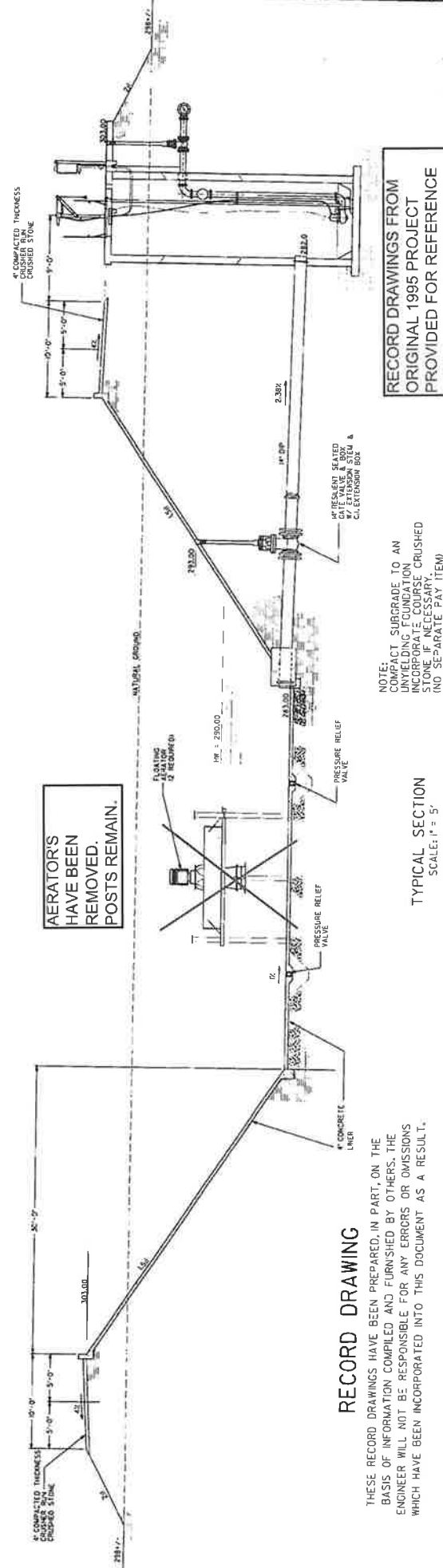
AERATOR DETAILS
NTS

SECTION e EQUALIZATION RETURN LINE
NTS

MOORING DETAIL
NTS

AERATOR DETAILS
NTS

REPRESSURE RELIEF VALVE
TYPICAL OF 4
NTS



TYPICAL SECTION
SCALE: 1" = 5'

RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

NOTE: COMPACT SUBGRADE TO AN UNYIELDING FOUNDATION INCORPORATE COURSE CRUSHED STONE IF NECESSARY. (NO SEPARATE PAY ITEM)

RECORD DRAWINGS FROM ORIGINAL 1995 PROJECT PROVIDED FOR REFERENCE

DR. BY: WDS.
CK. BY: LRC.

PROJECT NO. **3-5381**

DATE **NOV '95**
R.D., FEB. 27, 1997

**BELDEN / RIDGEWAY TROUBLE SPOT
TUPELO, MISSISSIPPI**

**EQUALIZATION BASIN
TYPICAL SECTION & DETAILS**

DRAWING NO. **ADD-1**
SHEET NO. **12** OF **19**