

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

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 THE CITY OF TUPELO, MISSISSIPPI, 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, successors and assigns.

Signed, this 12th day of December, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle 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 there with, 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 shall 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.

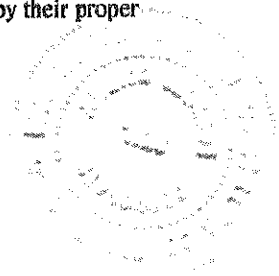
In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Phillips Contracting Co., Inc.
By: [Signature] (L.S.)
(Principal)

Fidelity and Deposit Company of Maryland
(Surety)

By: [Signature]
Peggy L. Jackson, Attorney-in-Fact/Resident MS Agent
Fisher Brown Bottrell, A Marsh & McLennan Agency LLC Company

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**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 03/31/2025



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 12th 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
reportsclaims@zurichna.com
800-626-4577

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-??PW)

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 the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for PEMBERTON AVENUE DRAINAGE IMPROVEMENTS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

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 or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1 - 12/5/24

*Insert "a corporation", "a partnership", or "an individual" as applicable

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-066PW)

The BIDDER agrees to perform all WORK for the construction of **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – PEMBERTON AVENUE DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>Sixty Thousand dollars</u> <u>and no cents</u> <u>60,000.00</u>	<u>\$ 60,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>Twenty Thousand dollars</u> <u>and no cents</u> <u>20,000.00</u>	<u>\$ 20,000.00</u>
3.	Removal of Inlet	6 EA.	<u>one Thousand dollars</u> <u>and no cents</u> <u>1,000.00</u>	<u>\$ 6,000.00</u>
4.	Removal of Pipes (All Sizes)	407 L.F.	<u>forty dollars and</u> <u>no cents</u> <u>40.00</u>	<u>\$ 16,280.00</u>
5.	Removal of Fence (All Types)	200 L.F.	<u>Ten dollars and</u> <u>no cents</u> <u>10.00</u>	<u>\$ 2,000.00</u>
6.	Removal of Concrete Driveway	42 S.Y.	<u>one hundred dollars</u> <u>and no cents</u> <u>100.00</u>	<u>\$ 4,200.00</u>
7.	Roadway Repair	1 L.S.	<u>Fifty Thousand dollars</u> <u>and no cents</u> <u>50,000.00</u>	<u>\$ 50,000.00</u>

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>Two hundred fifty dollars and no cents</u> 250.00	<u>\$35,500.00</u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>Two hundred twenty dollars and no cents</u> 220.00	<u>\$115,500.00</u>
10.	Grate Inlet	3 EA.	<u>Seven Thousand two hundred dollars and no cents</u> 7,200.00	<u>\$21,600.00</u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>Seven Thousand two hundred dollars and no cents</u> 7,200.00	<u>\$7,200.00</u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>Twelve Thousand dollars and no cents</u> 12,000.00	<u>\$12,000.00</u>
13.	Inlet Modification	1 EA.	<u>Five Thousand dollars and no cents</u> 5,000.00	<u>\$5,000.00</u>
14.	Concrete Driveway	42 S.Y.	<u>Two hundred fifty dollars and no cents</u> 250.00	<u>\$10,500.00</u>
15.	Wood Fence	200 L.F.	<u>fifty dollars and no cents</u> 50.00	<u>\$10,000.00</u>
16.	Construction Fencing	612 L.F.	<u>Twenty five dollars and no cents</u> 25.00	<u>\$15,300.00</u>
17.	Temporary Erosion Control	1 L.S.	<u>fifteen Thousand dollars and no cents</u> 15,000.00	<u>\$15,000.00</u>
18.	Solid Sodding	875 S.Y.	<u>Ten dollars and no cents</u> 10.00	<u>\$8,750.00</u>
19.	Maintenance of Traffic	1 L.S.	<u>Ten Thousand dollars and no cents</u> 10,000.00	<u>\$10,000.00</u>

TOTAL OF BID ITEMS (1-19)

\$ 424,830.00

\$ Four hundred Twenty Four Thousand eight hundred Thirty dollars and no cents
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc.

Attest: [Signature]

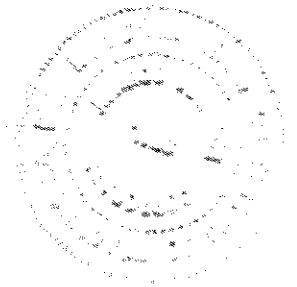
SEAL (if Bid is by a Corporation)

Signature [Signature]

Title President

Address P.O. Box 7530

Columbus, MS 39205



CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 05, 2024

NAME OF PROJECT: **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

OWNER: City of Tupelo

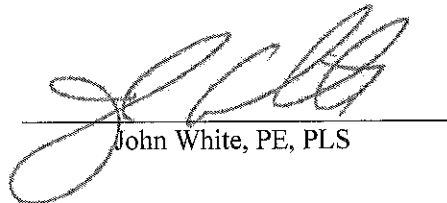
The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. INFORMATION FOR BIDDERS

The attached Information for Bidders dated 12/05/2024, shall replace and supersede the previous Information for Bidders, which was included in the Contract Documents. The Information for Bidders has been amended to reflect changes to the Bid Proposal package requirements which now includes 3 signed copies of the Agreement, including the following:

(a) Agreement (2-pages); (b) ARPA MANDATORY ADDENDUM 2-1-24; (c) Byrd Anti-Lobbying Amendment (2 pages); Mandatory Addendum to All City of Tupelo Contracts dated October 28, 2022 (3 pages). The Agreement and all attached addendums and amendments shall be signed by the Contractor. The contract amount and dates shall be left blank to be filled in by the Owner upon approval and final execution of the Awarded Agreement. Performance and Payment Bonds are not required to be submitted as part of the Bid Proposal package. The Contractor shall be required to submit the Performance and Payment Bond in accordance with the Contract Documents following the award of the bid by the Owner.

The Agreement section and all addenda and amendments required for submittal with the Bid Proposal package are attached to this addendum.



John White, PE, PLS