

Bid for construction of:

**BID NO. 2024-059PW -
“CURED-IN-PLACE PIPE
DRAINAGE IMPROVEMENTS”**

**Certificate of Responsibility No.
24623-MC**

PROPOSAL

Proposal of Arnding Construction Services, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the 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 developed 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 to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>Dec. 2, 2024</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 14,946.30) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM - BID NO. 2024-059PW
TUPELO PUBLIC WORKS
2024 CURED-IN-PLACE PIPE IMPROVEMENTS
NOVEMBER, 2024

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	29,250	29,250
2	Catch Basin Access Improvements	EA	1	1000	1000
3	Pipe Inlet / Outlet Access Improvements	EA	1	1500	1500
4	Obstruction Repair	EA	5	400	2000
5	Drainage Pipe Point Repair, 24" HDPE	LF	8	200	1600
6	Drainage Pipe Point Repair, 30" HDPE	LF	8	200	1600
7	Drainage Pipe Point Repair, 36" HDPE	LF	8	50	400
8	TV & Pipe Cleaning - Colonial Estates Drainage Pipes	LF	315	10	3150
9	Colonial Estates CIPP, 30" Dia. Drain Pipe	LF	275	320	88,000
10	Colonial Estates CIPP, 36" Dia. Drain Pipe	LF	40	425	17000
11	TV & Pipe Cleaning - Kimbrough Ave. Drainage Pipes	LF	137	10	1370
12	Kimbrough Ave. CIPP, 24" Dia. Drain Pipe	LF	87	100	8700
13	Kimbrough Ave. CIPP, 30" Dia. Drain Pipe	LF	100	385	38500
14	TV & Pipe Cleaning - Parkway Dr. Drainage Pipes	LF	322	10	3220
15	Parkway Dr. CIPP, 24" Dia. Drain Pipe	LF	322	238	76636
16	Traffic Control	LS	1	10,000	10,000
17	Contingency	LS	1	\$15,000.00	\$15,000.00

BASE BID TOTAL

298,926.⁰⁰

ALTERNATE NO. 1 - BARNES CROSSING RD. @ BIG OAKS BLVD.

18	TV & Pipe Cleaning - Big Oaks Blvd. Drainage Pipes	LF	348	8	2784
19	Drainage Pipe Point Repair, 18" HDPE	LF	8	500	4000
20	Big Oaks Blvd. CIPP, 18" Dia. Drain Pipe	LF	110	160	17,600
21	Big Oaks Blvd. CIPP, 24" Dia. Drain Pipe	LF	240	240 235	57,600 56,400

ALTERNATE NO. 1 TOTAL

\$80,784.⁰⁰

ALTERNATE NO. 2 - BARNES CROSSING RD. @ DIXIE CREEK RD.

22	TV & Pipe Cleaning - Dixie Creek Rd. Drainage Pipes	LF	148	8.5	1258
23	Dixie Creek Rd. CIPP, 24" Dia. Drain Pipe	LF	148	260	38480

ALTERNATE NO. 2 TOTAL

\$39,738.⁰⁰

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned Staci Anding, hereby certify that I am the Manager of Anding Construction Services, LLC (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Staci Anding who executed the Proposal on behalf of the Company is President of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature Staci Anding
Title President

(SEAL)

Sworn before me this 5th day of December 2024.

Krista Ruffner, Notary Public
My commission expires 3/8/2027



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Staci Anding
(name of person signing affidavit)

Individually, and in my capacity as President
(title)

of Anding Construction Services, LLC
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That ^{Anding's} ~~Construction Service~~ Bidder on the "CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Staci Anding

Title President

(SEAL)

Sworn before me this 5th day of December 2024.

[Signature], Notary Public
My commission expires 3/8/2027

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Staci Anding
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Anding Construction Services, LLC
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Anding Construction Services, Bidder on the "CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Staci Anding

Title President

(SEAL)

Sworn before me this 2nd day of August, 2024.

[Signature], Notary Public
My commission expires 3/8/2027

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.



END OF SECTION
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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Anding Construction Services, LLC
(Name of Contractor)

104 Noble Drive, Brookhaven, MS 39601
(Address of Contractor)

a Limited Liability Company hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Westfield Insurance Company, P. O. Box 5001, Westfield Center, OH 44251-5001 hereinafter called
"Surety",
(Name of Surety)

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 6th day of December 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"CURED-IN-PLACE PIPE DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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 present to be signed by their officers, the day and year first set forth above.

Anding Construction Services, LLC (L.S.)
Principal

By: Stein Anding

Westfield Insurance Company
Surety

By: James Terry Pendley, Attorney-in-Fact

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.

*** END OF SECTION ***

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/21/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2320232 10

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOSHUA RODGERS SMITH, WALTER DOUGLAS GARLAND, III, JAMES TERRY PENDLEY, JOINTLY OR SEVERALLY

of BROOKHAVEN and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of AUGUST A.D., 2024.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 21st day of AUGUST A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of December A.D., 2024



Handwritten signature of Frank A. Carrino Secretary

Frank A. Carrino, Secretary