

PROPOSAL

Proposal of Phillips Contracting Co, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation

insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the Tupelo Roadway Maintenance Program – 2024 Annual Bid project 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, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or 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 365 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$200.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
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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 the 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 Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
TUPELO ROADWAY MAINTENANCE PROGRAM - 2024 ANNUAL BID
FEBRUARY 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
ROADWAY ITEMS					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	25.00	25.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	25.00	25.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	25.00	25.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	25.00	25.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	25.00	25.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	20.00	20.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	500.00	500.00
8	SAW CUT, FULL DEPTH	LF	1	12.00	12.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	15.00	15.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	18.00	18.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	25.00	25.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	80.00	80.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	350.00	350.00
SUBTOTAL (ROADWAY ITEMS)					1,145.00
DRAINAGE ITEMS					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	40.00	40.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25"-48"	LF	1	60.00	60.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	40.00	40.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25"-48"	LF	1	60.00	60.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	3,000.00	3,000.00
19	PVC CURB INLET W/ 2'X2' STD. CAST IRON GRATE	EA	1	4,000.00	4,000.00
20	PVC CURB INLET W/ 2'X3' HIGH FLOW CAST IRON GRATE	EA	1	4,000.00	4,000.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2'X2' CAST IRON G	CY	1	3,500.00	3,500.00
22	PVC DRAIN BASIN W/ 2'X2' CAST IRON GRATE	EA	1	4,000.00	4,000.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	2,000.00	2,000.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25"-48"	EA	1	2,500.00	2,500.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	2,000.00	2,000.00
26	CONCRETE, IN PLACE	CY	1	2,500.00	2,500.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	60.00	60.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	60.00	60.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	55.00	55.00

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
TUPELO ROADWAY MAINTENANCE PROGRAM - 2024 ANNUAL BID
FEBRUARY 2024

		<u>UNIT</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Total Price</u>
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>60.00</u>	<u>60.00</u>
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>60.00</u>	<u>60.00</u>
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>75.00</u>	<u>75.00</u>
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>75.00</u>	<u>75.00</u>
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>80.00</u>	<u>80.00</u>
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>40.00</u>	<u>40.00</u>
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>45.00</u>	<u>45.00</u>
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>40.00</u>	<u>40.00</u>
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>45.00</u>	<u>45.00</u>
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>40.00</u>	<u>40.00</u>
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>45.00</u>	<u>45.00</u>
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>50.00</u>	<u>50.00</u>
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>55.00</u>	<u>55.00</u>
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>60.00</u>	<u>60.00</u>
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>LF</u>	<u>1</u>	<u>65.00</u>	<u>65.00</u>
SUBTOTAL (DRAINAGE ITEMS)					78,820.00
EROSION CONTROL ITEMS					
47	TEMPORARY SILT FENCE	<u>LF</u>	<u>1</u>	<u>5.00</u>	<u>5.00</u>
48	WATTLES, 12"	<u>LF</u>	<u>1</u>	<u>10.00</u>	<u>10.00</u>
SUBTOTAL (EROSION CONTROL ITEMS)					15.00
GRAND TOTAL (ALL ITEMS)					29,980.00

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
TUPELO ROADWAY MAINTENANCE PROGRAM - 2024 ANNUAL BID
FEBRUARY, 2024

NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.

RESPECTFULLY SUBMITTED BY: Phillips Contracting Co., Inc.
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Blake Hill, President

ADDRESS: P.O. Box 7530

Columbus, MS 39705

PHONE NUMBER: 662-328-6250

CERTIFICATE OF RESPONSIBILITY NUMBER: 00229-MC

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Allen Tatum ^{vice-president} certify that I am the ~~Secretary~~ of the Corporation named as Contractor in the foregoing proposal; that Blake Hill who signed said Proposal on behalf of the Contractor, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name:  Allen Tatum

Title: vice-president

Signature: 

Date: 5/1/24

(CORPORATE SEAL)

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Blake Hill
(name of person signing affidavit)

Individually, and in my capacity as President
(title)

of Phillips Contracting Co., Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That Phillips Contracting Co., Inc., Bidder on the **Tupelo Roadway Maintenance Program – 2024 Annual Bid** in the **City of Tupelo, Mississippi**, 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 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: [Signature]

Title: President

(SEAL)

Sworn before me this 12th day of May

My commission expires 1/28/27 [Signature] Notary Public



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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Loc

I, Blake Hill
(name of person signing affidavit)

Individually, and in my capacity as President
(title)

of Phillips Contracting Co. Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

c. That Phillips Contracting Co. Inc., Bidder on the **Tupelo Roadway Maintenance Program – 2024 Annual Bid** in the **City of Tupelo, Mississippi**, 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 with this contract; nor have any of its officers, partners, employees, or principal owners.

d. 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: [Signature]

Title: President

(SEAL)

Sworn before me this 1st day of May, 2024

My commission expires 1/28/27 [Signature] Notary Public



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

SECTION E – BIDDER’S AGREEMENT

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that Phillips Contracting Co., Inc.
(Name of Contractor)

P.O. Box 7530, Columbus MS 39705
(Address of Contractor)

a Corporation hereinafter called “Contractor”,
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called “OWNER” in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included in the Proposal Form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 15th day of May, 2024, the condition of the above obligation is such

That whereas the Contractor has submitted to the **CITY OF TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Roadway Maintenance Program – 2024 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

Blake Hill
CONTRACTOR NAME

President
CONTRACTOR TITLE

[Signature]
CONTRACTOR SIGNATURE

[Signature]
WITNESSED BY:

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Phillips Contracting Co., Inc.

P.O. Box 2069 Columbus, MS 39704-2069

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

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

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

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

71 East Troy Street Tupelo, MS 38804

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

Dollars (\$ 5%)

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

WHEREAS, the Principal has submitted a bid for

Tupelo Roadway Maintenance Program - 2024 Annual Bid, Bid No. 2024-015PW

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

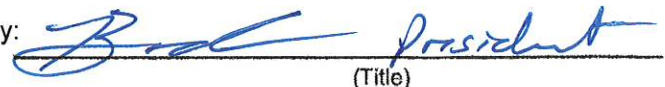
Signed and sealed this 1st day of May A.D. 2024



(Witness)

Phillips Contracting Co., Inc.

(Principal) (Seal)

By: 

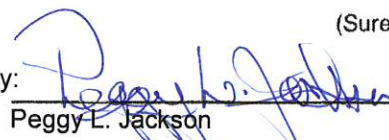
(Title)

Braxton Brumfield (Witness)

Fidelity and Deposit Company of Maryland

(Surety)

By: 

Peggy L. Jackson (Attorney-in-Fact)



Fisher Brown Bottrell Insurance, Inc.
Mississippi Resident Agent

Bond Number: Bid Bond

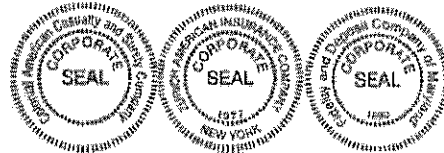
Obligee: City of Tupelo

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peggy L. Jackson**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of May, 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