

COOK COGGIN ENGINEERS, INC.



CCE 3-09861  
BID NO 2023-019 WL

City of Tupelo  
Attention: Mayor Todd Jordan c/o Mr. Johnny Timmons  
71 East Troy Street  
Tupelo, MS 38804

***TUPELO HWY 45 SEWER OUTFALL  
FOR CITY OF TUPELO***

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

Please note that the low Base Bid Total of \$1,368,762.00 was submitted by *ENSCOR, LLC*.

*ENSCOR, LLC* is an experienced contractor in reputable standing and has resources essential to performing the work.

Results indicate an award to *ENSCOR, LLC* in the amount of \$1,368,762.00.

Please advise if you have any concerns.

A handwritten signature in black ink, appearing to read 'John Mark Weeden', is written over a light blue rectangular background.

John Mark Weeden, P.E.  
Project Engineer  
[mweeden@cookcoggin.com](mailto:mweeden@cookcoggin.com)

Copy to: ENSCOR, LLC, Attention: Mr. Jeff Srnith, President, 5566 Commander Drive, Arlington, TN 38002

Enclosed: Bid Tabulation, Original Bids



**TUPELO WATER & LIGHT DEPARTMENT**  
**HWY 45N SEWER OUTFALL LINE**  
**BID NO. 2023-019WL**  
**APRIL 26, 2023**

		Vendors					
Item	Product	Encor, LLC	Paul Smithey Construction	4-D Construction	Argo Construction	Eubank Construction	Southern Civil Contracting
1	Hwy 45N Sewer Outfall Line	\$1,368,762.00	\$1,401,026.62	\$1,472,945.00	\$1,598,778.25	\$1,696,262.00	\$1,789,869.00

BID FORM

Proposal of ENSCOR, LLC (All Caps)

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

TENNESSEE, doing business as LIMITED LIABILITY COMPANY

\_\_\_\_\_ \* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TUPELO HWY 45 SEWER OUTFALL**, 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
<b>TUPELO HWY 45 SEWER OUTFALL</b>					
<b>BASE BID</b>					
1	Temporary Silt Fence	550	LinFt	\$ 3.50	\$ 1,925.00
2	Wattles	275	LinFt	\$ 10.00	\$ 2,750.00
3	Seeding & Mulching	5,140	LinFt	\$ 1.00	\$ 5,140.00
4	Topsoil Restoration	180	LinFt	\$ 10.00	\$ 1,800.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 90.00	\$ 16,650.00
6	Select Borrow Material	300	CuYd	\$ 30.00	\$ 9,000.00
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 90.00	\$ 3,600.00
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 50.00	\$ 4,750.00
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 100.00	\$ 2,500.00
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 3.00	\$ 16,860.00
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 500.00	\$ 10,000.00
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,200.00	\$ 84,000.00
13	48" Manhole Extra Depth	65	VertFt	\$ 300.00	\$ 19,500.00
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,000.00	\$ 6,000.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000.00	\$ 6,000.00
16	60" Manhole Extra Depth	18	VertFt	\$ 400.00	\$ 7,200.00
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 1,000.00	\$ 1,000.00
18	Manhole Removal	11	Each	\$ 1,000.00	\$ 11,000.00
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 500.00	\$ 4,000.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 115.00	\$ 59,915.00
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 120.00	\$ 150,360.00
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 125.00	\$ 64,375.00
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 130.00	\$ 20,280.00

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 135.00	\$ 27,945.00
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 100.00	\$ 60,800.00
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 105.00	\$ 78,120.00
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 110.00	\$ 55,880.00
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 115.00	\$ 27,945.00
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 120.00	\$ 11,400.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 140.00	\$ 4,480.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 195.00	\$ 5,850.00
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 372.00	\$ 14,880.00
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 525.00	\$ 25,725.00
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 86.00	\$ 27,176.00
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 91.00	\$ 6,552.00
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 96.00	\$ 9,600.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 101.00	\$ 5,656.00
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 63.00	\$ 1,386.00
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 68.00	\$ 2,312.00
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 75.00	\$ 900.00
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1,150.00	\$ 442,750.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 40.00	\$ 800.00
<b>TOTAL BASE BID</b>					<b>\$ 1,368,762.00</b>

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
MEMPHIS BORING AND TUNNELING, CO.	PO BOX 212 BLENDALE, TN 38029	BORING	<del>948,171</del> 4364,930.00
Mid South Supac	11284 GULF SHORE RD ARLINGTON, TN 38002	TV LINES	16860.00

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

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

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

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

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

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

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

REVISED by Addendum 1

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Paul Smithey Construction Company, Inc.  
PO Box 257  
Belden, MS 38826

Certificate of Responsibility Number  
04370

Bid To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Bid For: Tupelo Hwy 45 Sewer Outfall  
Tupelo, MS

BID BOND

Paul Smithey  
Construction Company, Inc.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
The Gray Casualty & Surety Company

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

\_\_\_\_\_ 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 26th day of April, 2023.

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 **TUPELO HWY 45 SEWER OUTFALL**.

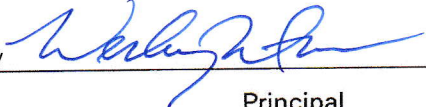
NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (properly completed in accordance with  
said Bid) and shall furnish a bond for his faithful performance of said contract,  
and for the payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said Bid, then this obligation shall be void,  
otherwise the same remain in force and effect; it being expressly understood and  
agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

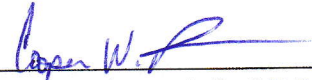
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Paul Smithey Construction Company, Inc.

By  (L.S.)  
Principal

The Gray Casualty & Surety Company  
Surety

SEAL

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

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

**GENERAL POWER OF ATTORNEY**

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

**Project:** Tupelo Hwy 45 Sewer Outfall

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 26<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 26<sup>th</sup> day of April, 2023.

*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 26<sup>th</sup> day of April, 2023.

*Leigh Anne Henican*



BID FORM

Proposal of Paul Smithy 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 **TUPELO HWY 45 SEWER OUTFALL**, 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:

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	Estimate Quantity	Unit	Bid Unit Price	Bid Price
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<b>BASE BID</b>					
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3	Seeding & Mulching	5,140	LinFt	\$ 3.73	\$ 19,172.20
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13	48" Manhole Extra Depth	65	VertFt	\$ 330.15	\$ 21,459.75
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,934.22	\$ 6,934.22
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,934.22	\$ 6,934.22
16	60" Manhole Extra Depth	18	VertFt	\$ 500.55	\$ 9,009.90
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 718.88	\$ 718.88
18	Manhole Removal	11	Each	\$ 798.75	\$ 8,786.25
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 2,236.50	\$ 17,892.00
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22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 165.27	\$ 207,083.31
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 167.40	\$ 86,211.00
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REVISED by Addendum 1

Bid Form - Proposal

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## BID SCHEDULE

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27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 116.61	\$ 86,757.84
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 118.74	\$ 60,319.92
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 120.87	\$ 29,371.41
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 123.00	\$ 11,685.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 125.13	\$ 4,004.16
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 127.26	\$ 3,817.80
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 129.39	\$ 5,175.60
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36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 86.95	\$ 6,260.40
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 89.08	\$ 8,908.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 91.21	\$ 5,107.76
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 49.14	\$ 1,081.08
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 51.27	\$ 1,743.18
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 53.40	\$ 640.80
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 785.25	\$ 302,321.25
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<b>TOTAL BASE BID</b>					<b>\$1,401,026.62</b>

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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.

REVISED by Addendum 1





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

Project No: \_\_\_\_\_ TUPELO HWY 45 SEWER OUTFALL \_\_\_\_\_  
Termini: \_\_\_\_\_ CITY OF CORINTH \_\_\_\_\_  
Prime Consultant: Paul Smiley Construction Company Co., Inc

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

459901  
\_\_\_\_\_  
EEV\* Company Identification Number [Required]

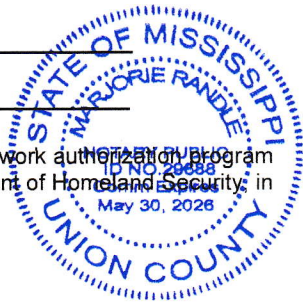
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the 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] \_\_\_\_\_ 4-26-23 \_\_\_\_\_  
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 26<sup>th</sup> day of April, 2023.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 5/30/26



\* 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.

U-D Construction, Inc.  
P.O. Box 127  
Louisville, MS 39339  
Cert. # 09067-MC

City of Tupelo  
City Hall  
Tax Office  
Attn: Jennifer Shempert  
711 East Troy Street  
Tupelo, MS 38804

Scaled Bid For: "Tupelo Hwy 45 Sewer Outfall  
Project No. 2023-019WL"

Bid opening: April 26, 2022 @ 10:00 AM.

BID FORM

Proposal of 4-D Construction, 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 **TUPELO HWY 45 SEWER OUTFALL**, 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 - April 21, 2023  
\_\_\_\_\_  
\_\_\_\_\_

\*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	Estimate Quantity	Unit	Bid Unit Price	Bid Price
<b>TUPELO HWY 45 SEWER OUTFALL</b>					
<b>BASE BID</b>					
1	Temporary Silt Fence	550	LinFt	\$ 4 <sup>00</sup>	\$ 2,200 <sup>00</sup>
2	Wattles	275	LinFt	\$ 10 <sup>00</sup>	\$ 2,750 <sup>00</sup>
3	Seeding & Mulching	5,140	LinFt	\$ 3 <sup>00</sup>	\$ 15,420 <sup>00</sup>
4	Topsoil Restoration	180	LinFt	\$ 30 <sup>00</sup>	\$ 5,400 <sup>00</sup>
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 75 <sup>00</sup>	\$ 13,875 <sup>00</sup>
6	Select Borrow Material	300	CuYd	\$ 35 <sup>00</sup>	\$ 10,500 <sup>00</sup>
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 75 <sup>00</sup>	\$ 3,000 <sup>00</sup>
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 275 <sup>00</sup>	\$ 26,125 <sup>00</sup>
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 125 <sup>00</sup>	\$ 3,125 <sup>00</sup>
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 6 <sup>00</sup>	\$ 33,720 <sup>00</sup>
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 400 <sup>00</sup>	\$ 8,000 <sup>00</sup>
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,200 <sup>00</sup>	\$ 84,000 <sup>00</sup>
13	48" Manhole Extra Depth	65	VertFt	\$ 400 <sup>00</sup>	\$ 26,000 <sup>00</sup>
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 5,500 <sup>00</sup>	\$ 5,500 <sup>00</sup>
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000 <sup>00</sup>	\$ 6,000 <sup>00</sup>
16	60" Manhole Extra Depth	18	VertFt	\$ 450 <sup>00</sup>	\$ 8,100 <sup>00</sup>
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>
18	Manhole Removal	11	Each	\$ 2,000 <sup>00</sup>	\$ 22,000 <sup>00</sup>
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 1,800 <sup>00</sup>	\$ 14,400 <sup>00</sup>
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 160 <sup>00</sup>	\$ 83,360 <sup>00</sup>
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 165 <sup>00</sup>	\$ 206,745 <sup>00</sup>
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 175 <sup>00</sup>	\$ 90,125 <sup>00</sup>
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 190 <sup>00</sup>	\$ 29,640 <sup>00</sup>

REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 215 <sup>00</sup>	\$ 44,505 <sup>00</sup>
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 135 <sup>00</sup>	\$ 82,080 <sup>00</sup>
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 140 <sup>00</sup>	\$ 104,160 <sup>00</sup>
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 155 <sup>00</sup>	\$ 78,740 <sup>00</sup>
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 165 <sup>00</sup>	\$ 40,095 <sup>00</sup>
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 185 <sup>00</sup>	\$ 17,575 <sup>00</sup>
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 195 <sup>00</sup>	\$ 6,240 <sup>00</sup>
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 215 <sup>00</sup>	\$ 6,450 <sup>00</sup>
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 225 <sup>00</sup>	\$ 9,000 <sup>00</sup>
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 240 <sup>00</sup>	\$ 11,760 <sup>00</sup>
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 115 <sup>00</sup>	\$ 36,340 <sup>00</sup>
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 120 <sup>00</sup>	\$ 8,640 <sup>00</sup>
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 135 <sup>00</sup>	\$ 13,500 <sup>00</sup>
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 150 <sup>00</sup>	\$ 8,400 <sup>00</sup>
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 80 <sup>00</sup>	\$ 1,760 <sup>00</sup>
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 85 <sup>00</sup>	\$ 2,890 <sup>00</sup>
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 100 <sup>00</sup>	\$ 1,200 <sup>00</sup>
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 645 <sup>00</sup>	\$ 248,325 <sup>00</sup>
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 40 <sup>00</sup>	\$ 800 <sup>00</sup>
<b>TOTAL BASE BID</b>					<b>\$ 1,472,945<sup>00</sup></b>

## PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
<u>Taylor Construction</u>	<u>Laurel, MS</u>	<u>Item #42</u>	<u>\$ 163,625<sup>00</sup></u>
<u>Suncoast</u>	<u>Jackson, MS</u>	<u>Item #10</u>	<u>\$ 30,000<sup>00</sup></u>
<u>Murphree Paving</u>	<u>Tupelo, MS</u>	<u>Item #8</u>	<u>16,250<sup>00</sup></u>

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.

REVISED by Addendum 1

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Bid Form

2023.04.21

Page 4 of 5

The bid security attached in the sum of Seventy-three thousand six hundred forty  
Seven dollars and twenty-five cents Dollars, (\$ 73,647.25 ) (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  
(See Information for Bidders)

Non-Resident Contractor

Respectfully submitted this the 26<sup>th</sup> day of April, 2023

By Sandra H. Omgrey Title President

Company 4-D Construction, Inc.

Address P.O. Box 127 - Louisville, MS 39339

Phone 662-773-4739

Employer Identification No. 64-0808249

Email Address fourdconst@yahoo.com

SEAL (If bid is by a corporation.)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, 4 D Construction, Inc.  
as Principal, and Suretec Insurance 1330 Post Oak Blvd Suite 1100 Houston, TX 77056  
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal  
sum of Five Percent & no/100-----  
5%

\_\_\_\_\_ 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 26th day of April, 2023

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 TUPELO HWY 45 SEWER OUTFALL.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Sandra H. Dempsey, President (L.S.)  
4 D Construction, Inc. Principal Sandra H. Dempsey President

Suretec Insurance

Surety

SEAL

By: Pamela G. Womack  
Pamela G. Womack Attorney in Fact

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Pamela G. Womack, Steven C. Roberts

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: [Signature]  
Michael C. Keimig, President



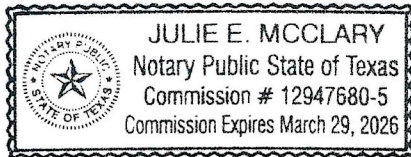
Markel Insurance Company

By: [Signature]  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: [Signature]  
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 26th day of April 2023

SureTec Insurance Company

By: [Signature]  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]  
Andrew Marquis, Assistant Secretary

BID FORM

Proposal of ARCO CONSTRUCTION CORPORATION

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

TENNESSEE, 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 **TUPELO HWY 45 SEWER OUTFALL**, 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 DATED APRIL 21, 2023  
\_\_\_\_\_  
\_\_\_\_\_

\*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:

REVISED by Addendum 1

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	Estimate Quantity	Unit	Bid Unit Price	Bid Price
<b>TUPELO HWY 45 SEWER OUTFALL</b>					
<b>BASE BID</b>					
1	Temporary Silt Fence	550	LinFt	\$ 5 <sup>-</sup>	\$ 2,750 <sup>-</sup>
2	Wattles	275	LinFt	\$ 8 <sup>75</sup>	\$ 2,406 <sup>25</sup>
3	Seeding & Mulching	5,140	LinFt	\$ 3 <sup>65</sup>	\$ 18,761 <sup>-</sup>
4	Topsoil Restoration	180	LinFt	\$ 57 <sup>40</sup>	\$ 10,332 <sup>-</sup>
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 64 <sup>-</sup>	\$ 11,840 <sup>-</sup>
6	Select Borrow Material	300	CuYd	\$ 15 <sup>-</sup>	\$ 4,500 <sup>-</sup>
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 64 <sup>-</sup>	\$ 2,560 <sup>-</sup>
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 280 <sup>-</sup>	\$ 26,600 <sup>-</sup>
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 525 <sup>-</sup>	\$ 13,125 <sup>-</sup>
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 3 <sup>80</sup>	\$ 21,356 <sup>-</sup>
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 600 <sup>-</sup>	\$ 12,000 <sup>-</sup>
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,300 <sup>-</sup>	\$ 86,000 <sup>-</sup>
13	48" Manhole Extra Depth	65	VertFt	\$ 550 <sup>-</sup>	\$ 35,750 <sup>-</sup>
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,000 <sup>-</sup>	\$ 6,000 <sup>-</sup>
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000 <sup>-</sup>	\$ 6,000 <sup>-</sup>
16	60" Manhole Extra Depth	18	VertFt	\$ 675 <sup>-</sup>	\$ 12,150 <sup>-</sup>
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 5,000 <sup>-</sup>	\$ 5,000 <sup>-</sup>
18	Manhole Removal	11	Each	\$ 1,200 <sup>-</sup>	\$ 13,200 <sup>-</sup>
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 2,300 <sup>-</sup>	\$ 18,400
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 164 <sup>-</sup>	\$ 85,444 <sup>-</sup>
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 167 <sup>-</sup>	\$ 209,251 <sup>-</sup>
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 169 <sup>-</sup>	\$ 87,035 <sup>-</sup>
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 170 <sup>-</sup>	\$ 26,520 <sup>-</sup>

REVISED by Addendum 1

Bid Form - Proposal

Page 2 of 5

BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 171 <sup>-</sup>	\$ 35,397 <sup>-</sup>
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 138 <sup>-</sup>	\$ 83,904 <sup>-</sup>
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 140 <sup>-</sup>	\$ 104,160 <sup>-</sup>
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 141 <sup>-</sup>	\$ 71,628 <sup>-</sup>
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 142 <sup>-</sup>	\$ 34,506 <sup>-</sup>
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 145 <sup>-</sup>	\$ 13,775 <sup>-</sup>
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 147 <sup>-</sup>	\$ 4,704 <sup>-</sup>
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 153 <sup>-</sup>	\$ 4,590 <sup>-</sup>
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 157 <sup>-</sup>	\$ 6,280 <sup>-</sup>
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 161 <sup>-</sup>	\$ 7,889 <sup>-</sup>
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 113 <sup>-</sup>	\$ 35,708 <sup>-</sup>
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 114 <sup>-</sup>	\$ 8,208 <sup>-</sup>
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 115 <sup>-</sup>	\$ 11,500 <sup>-</sup>
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 116 <sup>-</sup>	\$ 6,496 <sup>-</sup>
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 78 <sup>-</sup>	\$ 1,716 <sup>-</sup>
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 81 <sup>-</sup>	\$ 2,754 <sup>-</sup>
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 84 <sup>-</sup>	\$ 1,008 <sup>-</sup>
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1,023 <sup>-</sup>	\$ 393,855 <sup>-</sup>
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 186 <sup>-</sup>	\$ 3,720 <sup>-</sup>
<b>TOTAL BASE BID</b>					<b>\$1,598,778<sup>25</sup></b>

⑤ 1,598,778<sup>25</sup>

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
Jackson Boring	167 Marisch Rd Oakfield, TN	Jack & Boie	232,925

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.

REVISED by Addendum 1





BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Argo Construction Corporation  
as Principal, and Travelers Casualty and Surety Company of America  
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal  
sum of Five Percent of Amount Bid (5%)

\_\_\_\_\_ 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 26th day of April, 2023.

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 TUPELO HWY 45 SEWER OUTFALL.

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.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

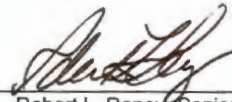
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **W. Joseph Lamme** of **MEMPHIS, Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **2023**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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

Project No: TUPELO HWY 45 SEWER OUTFALL  
Termini: CITY OF CORINTH  
Prime Consultant: ARGO CONSTRUCTION CORPORATION

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.

135868  
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] APRIL 26, 2023  
Authorized Officer or Agent Date  
JOHN A. BRYANT II 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 26<sup>th</sup> day of April, 2023  
[Signature]  
NOTARY PUBLIC My Commission Expires  
My Commission Expires: February 23, 2025

\* 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.



**EUBANK CONSTRUCTION CO., INC.**

2011 North Second Street

Booneville, MS 38829

Certificate of Responsibility #: 24650 MC

Date of Expiration: January 12, 2024

Classification: Municipal and Public Works  
Construction; Highway, Street and  
Bridge Construction

**SEALED BID TO:  
CITY OF TUPELO**

**Bid for  
TUPELO HWY 45 SEWER OUTFALL**

**Bid Date:  
04/26/2023 @ 11:00 A.M.**

ADDENDUM NO. 1  
TO THE  
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
TUPELO HWY 45 SEWER OUTFALL  
FOR  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO HWY 45 SEWER OUTFALL dated MARCH 28, 2023, and shall remain in full force except as herein amended.

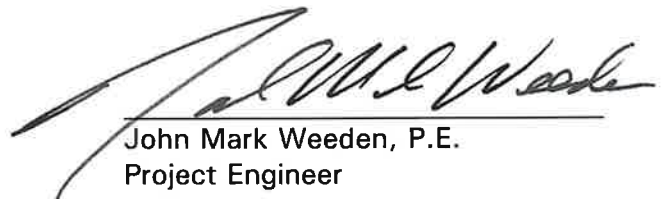
CONTRACT DOCUMENTS

1. REPLACE bound "00 41 43 Bid Form" with ATTACHED "00 41 43 Bid Form", marked "REVISED by Addendum 1".

PLANS

2. REPLACE issued Plan Sheet 06 with attached Plan Sheet 06, marked "REVISED by Addendum 1." Bored Steel Encasement changed to 24" x 0.500".

This the 21<sup>st</sup> day of April 2023.



John Mark Weeden, P.E.  
Project Engineer



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	Estimate Quantity	Unit	Bid Unit Price	Bid Price
<b>TUPELO HWY 45 SEWER OUTFALL</b>					
<b>BASE BID</b>					
1	Temporary Silt Fence	550	LinFt	\$ 4.00	\$ 2,200.00
2	Wattles	275	LinFt	\$ 6.00	\$ 1,650.00
3	Seeding & Mulching	5,140	LinFt	\$ 4.00	\$ 20,560.00
4	Topsoil Restoration	180	LinFt	\$ 5.00	\$ 900.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 70.00	\$ 11,200.00
6	Select Borrow Material	300	CuYd	\$ 25.00	\$ 7,500.00
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 120.00	\$ 4,800.00
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 100.00	\$ 9,500.00
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 250.00	\$ 6,250.00
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 4.00	\$ 22,480.00
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 500.00	\$ 10,000.00
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 6,500.00	\$ 130,000.00
13	48" Manhole Extra Depth	65	VertFt	\$ 250.00	\$ 16,250.00
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 7,200.00	\$ 7,200.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 7,500.00	\$ 7,500.00
16	60" Manhole Extra Depth	18	VertFt	\$ 400.00	\$ 7,200.00
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 900.00	\$ 900.00
18	Manhole Removal	11	Each	\$ 900.00	\$ 9,900.00
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 600.00	\$ 4,800.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 160.00	\$ 83,360.00
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 170.00	\$ 213,010.00
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 190.00	\$ 97,850.00
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 240.00	\$ 37,440.00



Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 300.00	\$ 62,100.00
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 135.00	\$ 82,080.00
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 140.00	\$ 104,160.00
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 145.00	\$ 73,660.00
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 150.00	\$ 36,450.00
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 165.00	\$ 15,675.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 215.00	\$ 6,880.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 225.00	\$ 6,750.00
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 450.00	\$ 18,000.00
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 500.00	\$ 24,500.00
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 105.00	\$ 33,180.00
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 120.00	\$ 8,640.00
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 130.00	\$ 13,000.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 150.00	\$ 8,400.00
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 65.00	\$ 1,430.00
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 75.00	\$ 2,550.00
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 90.00	\$ 1,080.00
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1125.00	\$ 433,125.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 36.00	\$ 720.00
<b>TOTAL BASE BID</b>					<b>\$ 1,696,262.00</b>

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
MEMPHIS LAND BORING	296 QUINCY DR., BYHURIA, MS	BORING	\$224,000.00
MURPHREE PAVING	PO BOX 3291, TUPLO, MS	ASPHALT	\$7,700.00
M & M UNDERGROUND	RSFLOT, MS	CCTV	\$17,000.00

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

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

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

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

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

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

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

REVISED by Addendum 1

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

Bidder hereby certifies that he is a:

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

Respectfully submitted this the 26<sup>th</sup> day of APRIL, 2023

By [Signature] Title Vice President

Company EDBANK CONSTRUCTION CO, INC

Address 2011 N 2<sup>ND</sup> ST., BOONEVILLE, MS

Phone 662-728-2046

Employer Identification No. 831613489

Email Address alan.thompson@ec-inc.net

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Eubank Construction Co., Inc.  
as Principal, and Endurance Assurance Corporation  
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal  
sum of Five Percent (5%) of the Amount Bid  
\_\_\_\_\_ for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

Signed, this 26th day of April, 2023.

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 TUPELO HWY 45 SEWER OUTFALL.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Eubank Construction Co., Inc.  
2011 North Second Street, Booneville, MS 38829

 \_\_\_\_\_ (L.S.)  
Kevin Eubank, President  
**Principal**

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

**Surety**

SEAL

  
By: \_\_\_\_\_  
Veronica Lawver, Attorney-in-Fact MS License No. 10778118



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

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

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

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

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

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



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



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



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



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

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

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of April, 2023.

By: *Daniel S. Lorie*  
Daniel S. Lorie, Secretary

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

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

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

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

**Any reproductions are void.**

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

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

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

Project No: TUPELO HWY 45 SEWER OUTFALL

Termini: CITY OF CORINTH

Prime Consultant: Eubank Construction Co. Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

137281

EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature] 4/26/23  
Authorized Officer or Agent Date

ALAN THOMPSON VICE 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 26 day of April, 2023.

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



\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

BID FORM

Proposal of Southern Civil Contracting Inc.

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

Alabama, 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 **TUPELO HWY 45 SEWER OUTFALL**, 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	Estimate Quantity	Unit	Bid Unit Price	Bid Price
<b>TUPELO HWY 45 SEWER OUTFALL</b>					
<b>BASE BID</b>					
1	Temporary Silt Fence	550	LinFt	\$ 2.75	\$ 1,512.50
2	Wattles	275	LinFt	\$ 9.00	\$ 2,475.00
3	Seeding & Mulching	5,140	LinFt	\$ 1.50	\$ 7,710.00
4	Topsoil Restoration	180	LinFt	\$ 30.00	\$ 5,400.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 90.00	\$ 16,650.00
6	Select Borrow Material	300	CuYd	\$ 25.00	\$ 7,500.00
7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 90.00	\$ 3,600.00
8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 125.00	\$ 11,875.00
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 175.00	\$ 4,375.00
10	Post Construction CCTV Inspection	5,620	LinFt	\$ 7.00	\$ 39,340.00
11	Flowable Fill for Existing GSL Crossing	20	CuYd	\$ 450.00	\$ 9,000.00
12	48" Manhole Vented Lid (0-6')	20	Each	\$ 6,500.00	\$ 130,000.00
13	48" Manhole Extra Depth	65	VertFt	\$ 475.00	\$ 30,875.00
14	60" Manhole Vented Lid (0-6')	1	Each	\$ 8,500.00	\$ 8,500.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 8,500.00	\$ 8,500.00
16	60" Manhole Extra Depth	18	VertFt	\$ 775.00	\$ 13,950.00
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 6,406.50	\$ 6,406.50
18	Manhole Removal	11	Each	\$ 2,000.00	\$ 22,000.00
19	Manhole Abandonment in Unpaved Area	8	Each	\$ 1,500.00	\$ 12,000.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$ 50,000.00
21	18" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	521	LinFt	\$ 200.00	\$ 104,200.00
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 200.00	\$ 250,600.00
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 200.00	\$ 103,000.00
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 250.00	\$ 39,000.00

## BID SCHEDULE

Item No.	Item Description	Estimate Quantity	Unit	Bid Unit Price	Bid Price
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 300.00	\$ 62,100.00
26	15" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	608	LinFt	\$ 175.00	\$ 106,400.00
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 175.00	\$ 130,200.00
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 175.00	\$ 88,900.00
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 225.00	\$ 54,675.00
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 225.00	\$ 21,375.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 275.00	\$ 8,800.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 300.00	\$ 9,000.00
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 325.00	\$ 13,000.00
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 350.00	\$ 17,150.00
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 150.00	\$ 47,400.00
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 150.00	\$ 10,800.00
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 200.00	\$ 20,000.00
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 200.00	\$ 11,200.00
39	8" SDR 26 PVC Gravity Sewer Line (0'-6' Cut)	22	LinFt	\$ 125.00	\$ 2,750.00
40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 150.00	\$ 5,100.00
41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 150.00	\$ 1,800.00
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 750.00	\$ 288,750.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 100.00	\$ 2,000.00
<b>TOTAL BASE BID</b>					<b>\$ 1,789,869.00</b>

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
<del>XXXXXXXXXXXXXXXXXXXX</del>	<del>XXXXXXXXXXXXXXXXXXXX</del>	<del>XXXXXXXXXXXXXXXXXXXX</del>	<del>XXXXXXXXXXXXXXXXXXXX</del>
VIDEO INDUSTRIAL SERVICE	BIRMINGHAM, AL	POST LOUVE TV WORK	\$35,000.00
MEMPHIS ROAD PAVING - TOMMY SPENCER		GRAVE + POLE	\$250,000.00

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

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

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

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

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

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

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

The bid security attached in the sum of Eighty Nine Thousand Four Hundred Ninety Three + 45/100 Dollars, (\$ 89,493.45 ) (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  
(See Information for Bidders)

Non-Resident Contractor

Respectfully submitted this the 26<sup>th</sup> day of April, 2023

By [Signature] Title President

Company Southern Civil Contracting Inc

Address PO Box 2867 Tuscaloosa, AL 35403

Phone 205-792-8653

Employer Identification No. 27-0410895

Email Address shenderson@southerncivilinc.com

SEAL (If bid is by a corporation.)

REVISED by Addendum 1

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Bid Form

2023.04.21

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