

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, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"VAN BUREN AVE. DRAINAGE IMPROVEMENTS"

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 7/17/23
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

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

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

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

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

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

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS

(\$ 59066.11) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

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

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

NOTES:

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

BID FORM - BID NO. 2023-032PW
CITY OF TUPELO, MISSISSIPPI
VAN BUREN DRAINAGE IMPROVEMENTS
07/17/2023 - ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	115,000.00	115,000.00
2	CLEARING & GRUBBING	LS	1	30,500.00	30,500.00
3	REMOVE & REPLACE STREET SIGN	EA	1	500.00	500.00
4	REMOVE & REPLACE ELECTRICAL	LS	1	5,000.00	5,000.00
5	REMOVAL OF CHAIN LINK FENCE	LF	50	10.00	500.00
6	REMOVAL OF ASPHALT PAVEMENT	SY	200	50.00	10,000.00
7	REMOVAL OF CONCRETE DRIVEWAY	SY	15	50.00	750.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	345	30.00	10,350.00
9	REMOVAL OF EXISTING GRATE INLET	EA	1	2,000.00	2,000.00
10	REMOVAL OF EXISTING CURB INLET	EA	5	2,000.00	10,000.00
11	REMOVAL OF 36" RCP	LF	32	50.00	1,600.00
12	REMOVAL OF 48" CMP	LF	602	50.00	30,100.00
13	CHAIN LINK FENCE	LF	50	50.00	2,500.00
14	ASPHALT SURFACE COURSE	TONS	25	350.00	8,750.00
15	ASPHALT BASE COURSE	TONS	35	350.00	12,250.00
16	CONCRETE DRIVEWAY PAVEMENT	SY	15	300.00	4,500.00
17	SAWCUTTING	LF	150	10.00	1,500.00
18	CRUSHED STONE SUB-BASE MATERIAL	TONS	130	105.00	13,650.00
19	BORROW EXCAVATION	CY	50	100.00	5,000.00
20	36" RCP DRAINAGE PIPE	LF	32	430.00	13,760.00
21	58" X 36" RCAP DRAINAGE PIPE	LF	612	430.00	263,160.00
22	58" X 36" RCAP FLARED END SECTION	EA	1	5,500.00	5,500.00
23	R.C. GRATE INLET W/3'X3' CAST IRON GRATE. PER PLANS	EA	1	9,400.00	9,400.00
24	R.C. CURB INLET, TYPE SS-2	EA	5	9,400.00	47,000.00
25	14" STEEL CASING RETROFIT	LF	10	1,000.00	10,000.00
26	CONCRETE, CLASS B	CY	5	2,500.00	12,500.00
27	CONCRETE CURB & GUTTER	LF	350	57.50	20,125.00
28	CONNECT TO EXISTING PIPES	EA	2	2,500.00	5,000.00
29	SOLID SODDING	SY	1200	10.00	12,000.00
30	EROSION CONTROL	LS	1	5,000.00	5,000.00
31	LANDSCAPING	LS	1	10,000.00	10,000.00
32	TEMPORARY POWER POLE SUPPORT	LS	1	10,000.00	10,000.00
33	TEMPORARY FENCING	LS	1	10,000.00	10,000.00
TOTAL					697,895.00

**BID FORM - BID NO. 2023-032PW
CITY OF TUPELO, MISSISSIPPI
VAN BUREN DRAINAGE IMPROVEMENTS
07/17/2023 - ADDENDUM NO. 1**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

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

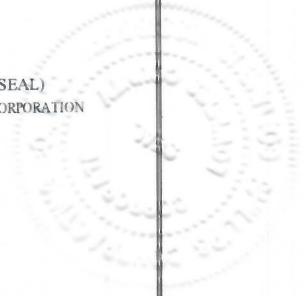
SIGNATURE: 

NAME AND TITLE: Blake Hill President
(PLEASE PRINT)

ADDRESS: P.O. Box 753
Columbus, MS 39705

PHONE NUMBER: 662-328-6250

(SEAL)
IF BY CORPORATION



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Doug Phillips 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: Doug Phillips

Title: Secretary

Signature: Doug Phillips

(CORPORATE SEAL)



NON-COLLUSION 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 "VAN BUREN AVE. DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature [Signature]

Title President

(SEAL)
Sworn before me this 25th day of February, 2023.

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



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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF 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.)

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(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 government of the United States of America or any of their agencies.

Signature [Signature]

Title President

(SEAL)

Sworn before me this 2/15/23 2023.

[Signature] Notary Public
NOTARY PUBLIC
Benito County
Commission Expires
January 28, 2027

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