

## **BID PROPOSAL**

Proposal of Copper Top Sheet Metal, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF**

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 **60** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER:	<u>NA</u>	DATE:	<u>NA</u>
NUMBER:	<u>NA</u>	DATE:	<u>NA</u>
NUMBER:	<u>NA</u>	DATE:	<u>NA</u>

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project.

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 Bid Documents 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 below.

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

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 5% of Base Bid Amount DOLLARS (\$ 12,600.00 ) 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.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

**NOTES:**

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. 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.
4. OWNER reserves the right to award any combination of base and 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 SCHEDULE**

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

### **BASE BID – TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF**

**Total Bid Price:** \$ 252,000.00 - Two hundred fifty two thousand

**CONTRACTOR :** Copper Top Sheet Metal, Inc.

**NAME:** Jimmy Scott Phillips 

**TITLE:** Vice President

**ADDRESS:** 110 Cooper Road  
Columbus, MS 39702

**CERTIFICATE OF RESPONSIBILITY NUMBER:** 1 2200 -S C

**END OF SECTION**

NON-COLLUSION/DEBARMENT AFFIDAVIT

(Execute in duplicate)

I, Jimmy Scott Phillips  
(Name of person signing affidavit)

individually, and in my capacity as Vice President of  
(Title)

Copper Top Sheet Metal, Inc. do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

Copper Top Sheet Metal, Inc., Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. Bid# 2022-033WL

in Lee County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on September 29th, 2022

  
Signature



## **BID PROPOSAL**

Proposal of Copper Top Sheet Metal, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF**

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 **60** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER:	<u>NA</u>	DATE:	<u>NA</u>
NUMBER:	<u>NA</u>	DATE:	<u>NA</u>
NUMBER:	<u>NA</u>	DATE:	<u>NA</u>

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. 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 Bid Documents 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 below.

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

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 5% of Base Bid Amount DOLLARS (\$ 12,600.00 ) 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

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Copper Top Sheet Metal, Inc.

110 Cooper Road, Columbus MS 39702

**SURETY (Name and Address of Principal Place of Business):**

The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009

**OWNER (Name and Address):**

City of Tupelo

71 East Troy Street, Tupelo MS 38804

**BID:**

Bid Due Date: September 29, 2022

Project (Brief Description Including Location):

Bid # 2022-033WL, Tupelo Police Athletic League, (P.A.L.) Reroof

**BOND:**

Bond Number :

Date: (Not Later than Bid Due Date): September 29th, 2022

Penal Sum: Twelve Thousand Six Hundred

(Words)

\$ 12,600

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER:**

Copper Top Sheet Metal, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Jimmy Scott Phillips  
Signature

Jimmy Scott Phillips  
Print Name

V President  
Title

Attest:

Kathryn Henry  
Signature

Secretary  
Title

**SURETY:**

The Gray Casualty & Surety Company (Seal)

Surety's Name and Corporate Seal

By:

Brandt C. Galloway  
Signature (Attach Power of Attorney)

Brandt C. Galloway  
Print Name

Attorney-in-Fact  
Title

Attest:

Brandt C. Galloway  
Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Principal: Copper Top Sheet Metal, Inc.

**Project:** Bid #2022-033WL, Tupelo Police Athletic League, (P.A.L.) Reroof

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: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi 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 \$15,000,000.00.

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 28<sup>th</sup> day of October, 2021.



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 28<sup>th</sup> day of October, 2021, 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 29<sup>th</sup> day of September, 2022.

*Mark S. 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 29<sup>th</sup> day of September, 2022.

*Leigh Anne Henican*

