

**INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Bids:**

- A. A Pre-Bid meeting will be conducted at 10:00 am local time on **Thursday, February 10, 2022** in the first floor meeting room at Tupelo Public Works Department located at 604 Crossover Rd., Tupelo, MS 38801. Attendance is requested but not required.
- B. Bids will be received by the City of Tupelo no later than 10:00 am local time on **Thursday, February 24, 2022** via the methods specified in SECTION A – Advertisement, which is bound herewith and per the requirements set forth herein.

2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
  - 1. Bid for construction of: **BID NO. 2022-005PW – “TUPELO MAJOR THOROUGHFARES PROGRAM – MILL & OVERLAY ANNUAL BID”**
  - 2. Certificate of Responsibility No. 95
  - 3. Submitted To: City of Tupelo  
Attn: Ms. Traci Dillard  
Purchasing Office, City Hall, 1<sup>st</sup> Floor  
71 E. Troy St.  
Tupelo, MS 38804
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.

PROPOSAL

Proposal of APAC-Mississippi, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of DELAWARE 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

**"TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID"**

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 214 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: NONE DATE: NONE  
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.

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF TISHOMINGO

I, ADAM WYERS  
(name of person signing affidavit)

individually, and in my capacity as ESTIMATOR  
(title)

of APAC-Mississippi, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That APAC-Mississippi, Inc., Bidder on the "TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature *Adam Wyers*

Title ESTIMATOR

(SEAL)

Sworn before me this 24 day of SEP, 2022.

*Anna* Notary Public

My commission expires April 17, 2025



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

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.

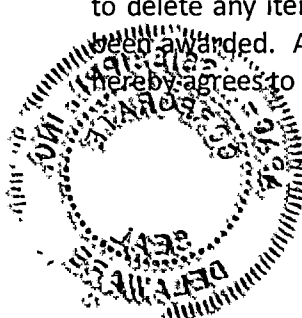
The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

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.



**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, JERRY DOUELL certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that ADAM WYERS who signed said Proposal on behalf of the CONTRACTOR, was then ESTIMATOR 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: JERRY DOUELL

Title: SECRETARY

Signature: *Jerry Douell*

Date: FEB. 24, 2022



(CORPORATE SEAL)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Mississippi, Inc.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo 5% Dollars,

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

WHEREAS, the Principal has submitted a bid for Major Thoroughfares Mill & Overlay Program 2022 Annual Bid, Bid No. 2022-005PW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of February, 2022.

[Signature] (Witness)

APAC-MISSISSIPPI, INC. (Principal)

{

[Signature] (Title) John May



Asst. Secretary

[Signature] (Witness)

FEDERAL INSURANCE COMPANY (Surety)

{

[Signature] (Title) Jerry Douell Attorney-In-Fact



**SURETY ACKNOWLEDGMENT**

STATE OF MISSISSIPPI }  
COUNTY OF RANKIN } **SS**

On this 24th day of February, 2022, before me personally came Jerry Douell to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

*Tammy Conn*

Notary Public



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Andrew S. Atkins, Michael W. Bogue, Dwayne Boyd, Jerry Douell, Winnie F. Ellis, Terry May, Dennis Rogers and James M. Tucker of Jackson, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$ 1,000,000.00 (One Million dollars & zero cents) given or executed in the course of business, but not to include any instruments amending or altering the same nor consents to the modification or alteration of any instrument referred to in said bonds or obligations, on behalf of APAC-MISSISSIPPI, INC. and all Subsidiaries, as principal, in connection with bids or proposals to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid undertakings by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of September, 2019.

Dawn M. Chloros

Stephen M. Haney

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 5th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 24, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**BID NO. 2022-005PW**

***TUPELO MAJOR THOROUGHFARE PROGRAM***

***MILL & OVERLAY ANNUAL BID***

**City of Tupelo, Mississippi**

*Prepared For:*



**JANUARY 2022**

*Prepared By:*



**DABBS CORPORATION  
1050 N. Eason Boulevard  
Tupelo, Mississippi 38804**

#1

PROPOSAL

Proposal of APAC-Mississippi, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of DELAWARE 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

**"TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID"**

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 214 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: NONE DATE: NONE  
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

(\$ 5% OF BID AMOUNT) 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.

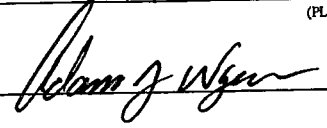
SECTION D - BID FORM  
 TUPELO PUBLIC WORKS BID NO. 2022-005PW  
 TUPELO MAJOR THOROUGHFARES  
 MILL & OVERLAY PROGRAM - 2022 ANNUAL BID  
 JANUARY, 2022

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	59,100	\$ 2.70	\$ 159,570.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	6,550	\$ 130.00	\$ 851,500.00
3	Granular Shoulder Material, In Place	CY	500	\$ 60.00	\$ 30,000.00
4	4" Temporary Traffic Stripe, Cont. White	LF	4,200	\$ 0.30	\$ 1,260.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	34,220	\$ 0.30	\$ 10,266.00
6	4" Temporary Traffic Stripe, Skip White	LF	4,020	\$ 0.30	\$ 1,260.00
7	6" Thermoplastic Traffic Stripe, Cont. White	LF	38,400	\$ 0.90	\$ 34,560.00
8	6" Thermoplastic Traffic Stripe, Cont. Yellow	LF	37,120	\$ 0.90	\$ 33,408.00
9	6" Thermoplastic Traffic Stripe, Skip White	LF	4,020	\$ 0.50	\$ 2,010.00
10	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	2,000	\$ 0.50	\$ 1,000.00
<b>GRAND TOTAL</b>					<b>\$ 1,124,780.00</b>

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS 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 END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT

RESPECTFULLY SUBMITTED BY: APAC-Mississippi, Inc.  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: ADAM WYERS, ESTIMATOR  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: P.O. Box 24508  
JACKSON, MS 39225

PHONE NUMBER: 662-348-2214

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, JERRY DOUELL certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that ADAM WYERS who signed said Proposal on behalf of the CONTRACTOR, was then ESTIMATOR 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: JERRY DOUELL

Title: SECRETARY

Signature: Jerry Douell

Date: FEB. 24, 2022

(CORPORATE SEAL)

**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_ ; That said firm consists of himself and \_\_\_\_\_ ; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_



**NONRESIDENT BIDDER CERTIFICATE**  
(to be executed if a BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_  
and (check and complete one):

attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the  
treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants  
resident CONTRACTORS a \_\_\_\_\_ percent preference over nonresident CONTRACTORS for  
similar projects.

the State of \_\_\_\_\_ has no current law pertaining to the treatment of  
nonresident contractors.

I claim "resident contractor" status based upon having been qualified to do business in this  
state and having maintained a permanent full-time office in the State of Mississippi for two  
(2) years prior to January 1, 1986. Proof of such claim must be submitted and approved  
before contract is signed.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

(SEAL)  
Sworn before me this \_\_\_ day of \_\_\_\_\_, 2022.  
\_\_\_\_\_, Notary Public  
My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Tishomingo

I, ADAM WYERS  
(name of person signing affidavit)

individually, and in my capacity as ESTIMATOR  
(title)

of APAC-Mississippi, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That APAC-Mississippi, Inc., Bidder on the "TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature *Adam Wyers*

Title ESTIMATOR

(SEAL)  
Sworn before me this 24 day of SEPTEMBER, 2022.  
*Anna* Notary Public  
My commission expires April 17, 2025



**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 TUSHOMINGO

I, ADAM WYERS  
(name of person signing affidavit)

individually, and in my capacity as ESTIMATOR  
(title)

of APAC Mississippi, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That APAC Mississippi, Inc., Bidder on the "TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID" for Tupelo, MS has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature *Adam Wyers*

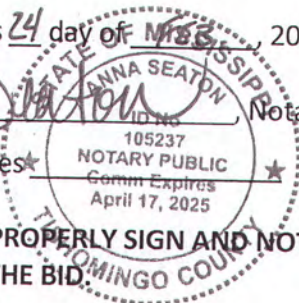
Title ESTIMATOR

(SEAL)

Sworn before me this 24 day of MAR, 2022.

*Anna Seaton* Notary Public

My commission expires



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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Mississippi, Inc.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo 5% Dollars,

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

WHEREAS, the Principal has submitted a bid for Major Thoroughfares Mill & Overlay Program 2022 Annual Bid, Bid No. 2022-005PW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of February, 2022.

[Signature] (Witness)

APAC-MISSISSIPPI, INC. (Principal) John May (Title) Asst. Secretary



[Signature] (Witness)

FEDERAL INSURANCE COMPANY (Surety) Jeffry Douell (Title) Attorney-In-Fact



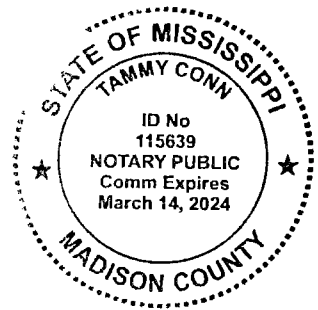
**SURETY ACKNOWLEDGMENT**

STATE OF MISSISSIPPI }  
COUNTY OF RANKIN } **SS**

On this 24th day of February, 2022, before me personally came Jerry Douell to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

*Tammy Conn*

Notary Public



# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Andrew S. Atkins, Michael W. Bogue, Dwayne Boyd, Jerry Douell, Winnie F. Ellis, Terry May, Dennis Rogers and James M. Tucker of Jackson, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$ 1,000,000.00 (One Million dollars & zero cents) given or executed in the course of business, but not to include any instruments amending or altering the same nor consents to the modification or alteration of any instrument referred to in said bonds or obligations, on behalf of APAC-MISSISSIPPI, INC. and all Subsidiaries, as principal, in connection with bids or proposals to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid undertakings by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5<sup>th</sup> day of September, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 5<sup>th</sup> day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 24, 2022



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com