

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- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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. 11752-MC
 - 3. Submitted To: City of Tupelo
Attn: Ms. Traci Dillard
Purchasing Office, City Hall, 1st 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.

- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
 - B. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.
4. **Addenda and Interpretations:**
- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
 - B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.
5. **Certificate of Responsibility Number:**
- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
 - B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
 - C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.
6. **Notice to Nonresident Bidders:**
- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDERS's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER's bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.

PROPOSAL

Proposal of WG Construction Company, 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

"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: - 0 - DATE: _____
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 (\$ _____) 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	\$2.60	\$153,660.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	6,550	\$136.00	\$890,800.00
3	Granular Shoulder Material, In Place	CY	500	\$75.00	\$37,500.00
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	\$1,206.00
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
GRAND TOTAL					\$1,165,670.00

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 WG Construction Company, Inc
(PLEASE PRINT)

SIGNATURE Jacob Gowdy

NAME AND TITLE Jacob Gowdy Vice-Pres.
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS 12051 Hwy 4 E
Ripley, MS 38663

PHONE NUMBER 662-837-8811

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Michael K. Gowdy certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Jacob P. Gowdy who signed said Proposal on behalf of the CONTRACTOR, was then Vice-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: Michael Gowdy

Title: Secretary

Signature: Michael Gowdy

Date: 2/24/22

(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 _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Tippah

I, Jacob P. Gowdy
(name of person signing affidavit)

individually, and in my capacity as Vice-pres.
(title)

of WG Construction Company, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That WG Construction Company, 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 Jacob P. Gowdy

Title Vice-pres.



(SEAL)
Sworn before me this 24 day of Feb., 2022.

Sue F. Stokes, Notary Public

My commission expires Feb 28, 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 Tippah

I, Jacob P. Gowdy
(name of person signing affidavit)

individually, and in my capacity as Vice-president
(title)

of WG Construction Company, Inc.
(name of firm, partnership, limited liability company, or corporation.)

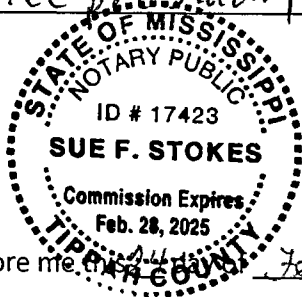
being duly sworn, on oath do depose and say as follows:

(a) That WG Construction Company, 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 Jacob P. Gowdy

Title Vice-president



(SEAL)

Sworn before me on Feb., 2022.

Sue F. Stokes, Notary Public

My commission expires Feb. 28, 2025

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That WG Construction Co., Inc.
(Name of Contractor)

12051 Highway 4 East, Ripley, MS 38663
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Fidelity and Deposit Company of Maryland hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 24th day of February, 2022. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 shall remain in 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 present to be signed by their officers, the day and year first set forth above.

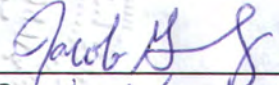
WG Construction Co., Inc. _____

(L.S.)

Fidelity and Deposit Company of Maryland _____

Principal

Surety




By: *Jacob Gowdy Vice-Pres.*



By: Michael A. McDaniel, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED:

By: 

Jenna B. Allen, MS Resident Agent

*** END OF SECTION ***

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of September, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023