

**BARNES CROSSING ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-030PW) (06-07-2024)

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for BARNES CROSSING ROAD BOX CULVERT within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 75 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1, 5/30/24 2, 6/7/24
3, 6/10/24

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

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BID PROPOSAL (# 2024-030PW) (06-07-2024)

The BIDDER agrees to perform all WORK for the construction of **BARNES CROSSING ROAD BOX CULVERT** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – BARNES CROSSING ROAD BOX CULVERT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>one hundred fifty thousand dollars and no cents</u> <u>150,000.00</u>	\$ <u>150,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>Thirty thousand dollars and no cents</u> <u>30,000.00</u>	\$ <u>30,000.00</u>
3.	Variable Depth Milling	718 S.Y.	<u>Thirty four dollars and no cents</u> <u>34.00</u>	\$ <u>24,412.00</u>
4.	Removal of Asphalt Pavement	140 S.Y.	<u>Sixty Seven ⁸⁴ thousand dollars and no cents</u> <u>67.00</u>	\$ <u>9,380.00</u>
5.	Removal of Concrete Driveway	65 S.Y.	<u>Sixty Seven dollars and no cents</u> <u>67.00</u>	\$ <u>4,355.00</u>
6.	Removal of Curb (All Type)	326 L. F.	<u>Thirty dollars and no cents</u> <u>30.00</u>	\$ <u>9,780.00</u>
7.	Removal of 72" Steel Culvert	1 L.S.	<u>Thirty thousand dollars and no cents</u> <u>30,000.00</u>	\$ <u>30,000.00</u>
8.	Removal of Pipes (All Type)	33 L. F.	<u>one hundred dollars and no cents</u> <u>100.00</u>	\$ <u>3,300.00</u>
9.	Remove and Replace Fence (Wrought Iron)	150 L. F.	<u>Forty dollars and no cents</u> <u>40.00</u>	\$ <u>6,000.00</u>
10.	Remove and Replace Signs	4 EA.	<u>Six hundred twenty five dollars and no cents</u> <u>625.00</u>	\$ <u>2,500.00</u>

11.	Remove and Replace Mailbox (Includes Temp. Relocation)	1 EA.	<u>one thousand dollars and no cents</u> <u>1,000.00</u>	\$ <u>1,000.00</u>
12.	Adjustment of Utility Appurtenance	1 EA.	<u>Two thousand five hundred dollars and no cents</u> <u>2,500.00</u>	\$ <u>2,500.00</u>
13.	Erosion Control Measures	1 L.S.	<u>Thirty thousand dollars and no cents</u> <u>30,000.00</u>	\$ <u>30,000.00</u>
14.	Detour	1 L.S.	<u>four hundred thousand dollars and no cents</u> <u>400,000.00</u>	\$ <u>400,000.00</u>
15.	Dewatering	1 L.S.	<u>Twenty five thousand dollars and no cents</u> <u>25,000.00</u>	\$ <u>25,000.00</u>
16.	Structure Excavation	476 C.Y.	<u>forty dollars and no cents</u> <u>40.00</u>	\$ <u>19,040.00</u>
17.	Select Borrow Material	500 C.Y.	<u>forty eight dollars and fifty cents</u> <u>48.50</u>	\$ <u>24,250.00</u>
18.	Hot Mix Asphalt, ST (9.5 MM)	106 Ton	<u>Three hundred twenty dollars and no cents</u> <u>320.00</u>	\$ <u>33,920.00</u>
19.	Crushed Stone	37 C.Y.	<u>Two hundred fifty dollars and no cents</u> <u>250.00</u>	\$ <u>9,250.00</u>
20.	Bedding Material (Type I DOT Aggregate)	108 C.Y.	<u>one hundred dollars and no cents</u> <u>100.00</u>	\$ <u>10,800.00</u>
21.	Bedding Material (Crushed Stone)	38 C.Y.	<u>one hundred dollars and no cents</u> <u>100.00</u>	\$ <u>3,800.00</u>
22.	16' x 6' Precast Box Culvert	52 L.F.	<u>Two thousand dollars and no cents</u> <u>2,000.00</u>	\$ <u>104,000.00</u>
23.	16' x 6' Precast Wing Wall	2 EA.	<u>Thirty thousand dollars and no cents</u> <u>30,000.00</u>	\$ <u>60,000.00</u>
24.	Grate Inlet	1 EA.	<u>Six thousand one hundred dollars and no cents</u> <u>6,100.00</u>	\$ <u>6,100.00</u>

25.	15" HP Pipe	51 L.F.	<u>nifty five dollars and no cents</u> 95.00	\$ <u>4,845.00</u>
26.	200# Rock Rip Rap	200 Ton	<u>one hundred dollars and no cents</u> 100.00	\$ <u>20,000.00</u>
27.	Geotextile Fabric	140 S.Y.	<u>Ten dollars and no cents</u> 10.00	\$ <u>1,400.00</u>
28.	Concrete Curb and Gutter	326 L.F.	<u>Seventy five dollars and no cents</u> 75.00	\$ <u>24,450.00</u>
29.	Concrete Driveway	75 S.Y.	<u>one hundred seventy dollars and no cents</u> 170.00	\$ <u>12,750.00</u>
30.	Concrete Paved Flume	13 S.Y.	<u>one hundred seventy dollars and no cents</u> 170.00	\$ <u>2,210.00</u>
31.	Maintenance of Traffic	1 L.S.	<u>Twenty six thousand dollars and no cents</u> 26,000.00	\$ <u>26,000.00</u>
32.	Solid Sodding	130 S.Y.	<u>fifteen dollars and no cents</u> 15.00	\$ <u>1,950.00</u>
33.	Construction Fencing	220 Lin. Ft.	<u>Twenty five dollars and no cents</u> 25.00	\$ <u>5,500.00</u>
34.	Water Meter Reconnection	3 EA.	<u>Two thousand dollars and no cents</u> 2,000.00	\$ <u>6,000.00</u>
35.	8" Machine Tap	2 EA.	<u>Ten thousand dollars and no cents</u> 10,000.00	\$ <u>20,000.00</u>
36.	8" Gate Valve and Box	2 EA.	<u>Three thousand dollars and no cents</u> 3,000.00	\$ <u>6,000.00</u>
37.	8" DIP Water Line	40 Lin. Ft.	<u>Two hundred fifty dollars and no cents</u> 250.00	\$ <u>10,000.00</u>
38.	8" 90° Elbow	2 EA.	<u>one thousand dollars and no cents</u> 1,000.00	\$ <u>2,000.00</u>

39.	8" Wet Tap and Cap	2 EA.	<u>Four thousand dollars and no cents</u> 4,000.00	\$ <u>8,000.00</u>
40.	10" DIPS DR11 HDPE Bore	300 Lin. Ft.	<u>Two hundred fifty dollars and no cents</u> 250.00	\$ <u>75,000.00</u>
	Allowance for Utility Relocation by Others*			\$ <u>35,000</u>

TOTAL OF BID ITEMS (1-44 plus Utility Allowance) \$ 1,260,492.00

\$ one million Two hundred Sixty thousand Four hundred ninety two dollars and no cents
(TOTAL IN WORDS)

* Allowance for utility relocation by others is to cover unknown costs associated with the relocation of existing gas line by utility company as well as the temporary relocation of existing service pole with electrical, phone and cable service by utility companies. These costs are to be invoiced by utility companies directly to the contractor. The contractor may submit for reimbursement with a 10% mark-up on pay requests. Utility companies' invoices must be submitted along with reimbursement requests.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

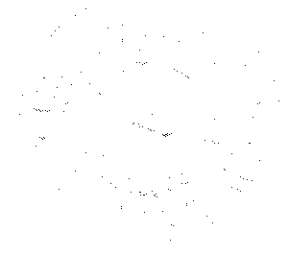
In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc.
 Signature [Signature]
 Title President
 Address P.O. Box 7530
Columbus, MS 39705

Attest: [Signature]
 SEAL (if Bid is by a Corporation)



**BARNES CROSSING ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Phillips Contracting Co., Inc.
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent(5%) of the amount of bid----- to the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of June, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

BARNES CROSSING ROAD BOX CULVERT

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, 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 force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Phillips Contracting Co., Inc.
By: [Signature] President (L.S.)
(Principal)

Fidelity and Deposit Company of Maryland
(Surety)

By: [Signature]
Peggy R. Jackson, Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

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.



**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 Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, Mississippi, , 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.

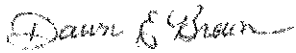
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of October, A.D. 2023.



**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 6th day of October, A.D. 2023, 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, depose 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
By Commission Expires JANUARY 27, 2028



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said

Companies, this 12th day of June, 2024.



MJ Pethick

By: **Mary Jean Pethick**
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790