

Paul Smithey Construction Company, Inc.  
PO Box 257  
Belden, MS 38826

Certificate of Responsibility Number  
04370-MC

Bid To: Tupelo Public Works Department  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Bid For: City Park Drainage Improvements  
Bid No. 2023-028PW



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.

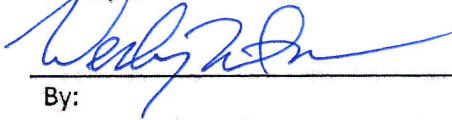
Paul Smithey Construction Co., Inc. \_\_\_\_\_

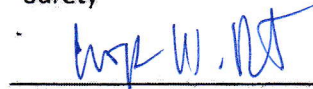
(L.S.)

The Gray Casualty & Surety Company \_\_\_\_\_

Principal

Surety





By:

By: Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

**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.

\*\*\* END OF SECTION \*\*\*

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond      **Principal:** Paul Smithey Construction Co., Inc.

**Project:** City Park Drainage Improvements

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: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee 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 \$25,000,000.00.

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 4<sup>th</sup> day of November, 2022.



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 4<sup>th</sup> day of November, 2022, 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 13<sup>th</sup> day of July, 2023.

*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 13<sup>th</sup> day of July, 2023.

*Leigh Anne Henican*



PROPOSAL

Proposal of Paul Smithey Construction Co., Inc. hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: # 1 DATE: 6-20-23  
NUMBER: # 2 DATE: 7-10-23  
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.

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	21,300.00	21,300.00
2	CLEARING & GRUBBING	LS	1	10,650.00	10,650.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	85.20	17,040.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	127.80	6,390.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	127.80	1,917.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	6,390.00	19,170.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	10.65	319.50
8	REMOVAL OF 30" RCP	LF	140	85.20	11,928.00
9	REMOVAL OF 42" RCP	LF	485	106.50	51,652.50
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	372.75	5,591.25
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	170.40	3,408.00
12	SAWCUTTING	LF	100	18.11	1,811.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	95.85	3,834.00
14	BORROW EXCAVATION	CY	50	26.63	1,331.50
15	48" HDPE DRAINAGE PIPE	LF	140	175.73	24,602.20
16	60" RCP DRAINAGE PIPE	LF	485	378.08	183,368.80
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	23,430.00	70,290.00
18	3' X 3' CAST IRON GRATE	EA	3	1,597.50	4,792.50
19	CONCRETE, CLASS B	CY	5	1,597.50	7,987.50
20	CONNECT TO EXISTING PIPES	EA	5	3,195.00	15,975.00
21	SOLID SODDING	SY	3000	14.91	44,730.00
22	TEMPORARY FENCING / BARRIER	LS	1	6,390.00	6,390.00
23	EROSION CONTROL	LS	1	2,662.50	2,662.50
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>527,141.25</b>



BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023

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

RESPECTFULLY SUBMITTED BY: Paul Smithey Construction Co., Inc.  
(PLEASE PRINT)

SIGNATURE: Wesley Nelson

NAME AND TITLE: Wesley Nelson President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: PO Box 357  
Belden, MS 38826

PHONE NUMBER: 662-844-0794

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Marjorie Randle certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Wesley Nelson who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Marjorie Randle

Title: Secretary

Signature: Marjorie Randle

(CORPORATE SEAL)



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_, 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 \_\_\_\_\_, 2023.

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

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

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

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Wesley Nelson  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Paul Smithey 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 Paul Smithey Const. Co. Inc. Bidder on the "CITY PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature Wesley Nelson

Title President

(SEAL)  
Sworn before me this 13<sup>th</sup> day of July, 2023.

Marjorie Randle, Notary Public

My commission expires 5-30-26



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

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

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Wesley Nelson  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Paul Smithey Construction Company, Inc.  
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Signature Wesley Nelson

Title President

(SEAL)

Sworn before me this 3<sup>rd</sup> day of July, 2023.

Marjorie Randle, Notary Public

My commission expires 5-30-24



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