

**COLOM CONSTRUCTION COMPANY, INC.  
P.O. BOX 414  
RIPLEY, MS 38663**

**CERT. OF RESPONSIBILITY NO. 05993-MC  
FED ID# 64-0689595  
CAGE# OHNS8  
D-U-N-S# 11-260-5654**

**CITY OF TUPELO  
CITY PURCHASING OFFICE CITY HALL 1<sup>ST</sup> FLOOR  
71 EAST TROY STREET  
TUPELO, MS 38804**

**SEALED BIDS FOR: CITY PARK DRAINAGE IMPROVEMENTS, BID NO. 2023-028PW**

**BID DATE: JULY 13, 2023**

**BID TIME: 10:00 A.M.**

**SEALED BID**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

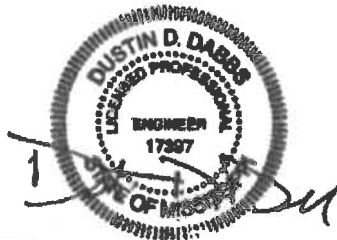
**FOR**

***BID No. 2023-028PW***  
**CITY PARK**  
**DRAINAGE IMPROVEMENTS**

**Tupelo Public Works Department**  
**City of Tupelo, Mississippi**



**MAY 2023**



**Dabbs Corporation**

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

**SECTION D**

**BID FORM AND BIDDERS CERTIFICATES**

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**PROPOSAL**

Proposal of Colom 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: <u>1</u>	DATE: <u>June 20, 2023</u>
NUMBER: <u>2</u>	DATE: <u>July 10, 2023</u>
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 amount bid ) 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**

Addendum No. 1 - 06/20/2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	35,000. <sup>00</sup>	35,000. <sup>00</sup>
2	CLEARING & GRUBBING	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	40. <sup>00</sup>	8,000. <sup>00</sup>
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	25. <sup>00</sup>	1,250. <sup>00</sup>
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	25. <sup>00</sup>	375. <sup>00</sup>
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	1,000. <sup>00</sup>	3,000. <sup>00</sup>
7	REMOVAL OF EXISTING RIP-RAP	SY	30	50. <sup>00</sup>	1,500. <sup>00</sup>
8	REMOVAL OF 30" RCP	LF	140	20. <sup>00</sup>	2,800. <sup>00</sup>
9	REMOVAL OF 42" RCP	LF	485	30. <sup>00</sup>	14,550. <sup>00</sup>
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	450. <sup>00</sup>	6,750. <sup>00</sup>
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	145. <sup>00</sup>	2,900. <sup>00</sup>
12	SAWCUTTING	LF	100	20. <sup>00</sup>	2,000. <sup>00</sup>
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	80. <sup>00</sup>	3,200. <sup>00</sup>
14	BORROW EXCAVATION	CY	50	27. <sup>00</sup>	1,350. <sup>00</sup>
15	48" HDPE DRAINAGE PIPE	LF	140	239. <sup>00</sup>	33,460. <sup>00</sup>
16	60" RCP DRAINAGE PIPE	LF	485	484. <sup>00</sup>	234,740. <sup>00</sup>
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	9,500. <sup>00</sup>	28,500. <sup>00</sup>
18	3' X 3' CAST IRON GRATE	EA	3	1,500. <sup>00</sup>	4,500. <sup>00</sup>
19	CONCRETE, CLASS B	CY	5	2,700. <sup>00</sup>	13,500. <sup>00</sup>
20	CONNECT TO EXISTING PIPES	EA	5	1,000. <sup>00</sup>	5,000. <sup>00</sup>
21	SOLID SODDING	SY	3000	10. <sup>00</sup>	30,000. <sup>00</sup>
22	TEMPORARY FENCING / BARRIER	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
23	EROSION CONTROL	LS	1	15,000. <sup>00</sup>	15,000. <sup>00</sup>
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>477,375.<sup>00</sup></b>



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

Addendum No. 1 - 06/20/2023

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: Colom Construction Co., Inc.  
(PLEASE PRINT)

SIGNATURE: Rod Colom

NAME AND TITLE: Rod Colom, President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 1809 City Ave North  
P.O. Box 414  
Ripley, MS 38663

PHONE NUMBER: 662-837-3474

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Teddy Conwill certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Red Colom 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: Teddy Conwill

Title: Secretary

Signature: Teddy Conwill

(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 Tippah

I, Rad Colom  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Colom Construction Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Colom Construction 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 Rad Colom

Title President

(SEAL)  
Sworn before me this 27th day of July, 2023.  
ID # 25112  
JUDY WRIGHT Wright, Notary Public  
Commission Expires 4-14-2025  
TIPPAH COUNTY

**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, Bob Colom  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Colom Construction Co., Inc  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Colom Construction 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 [Handwritten Signature]

Title President



(SEAL)  
Sworn before me this 10th day of July, 2023.

Judy Wright, Notary Public

My commission expires 4-14-2025

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

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**SECTION E**

**BID BOND**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Colom Construction Company, Inc.  
(Name of Contractor)

P.O. Box 414; Ripley, MS 38663  
(Address of Contractor)

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

Western Surety Company 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 13th day of **July** 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"CITY PARK DRAINAGE IMPROVEMENTS"**

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.

Colom Construction Company, Inc.

(L.S.)

Western Surety Company

Principal

Surety

Rod Colom  
By: Rod Colom, President

Cooper W. Permenter  
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 \*\*\*

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually**

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

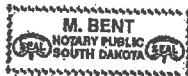
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of July, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.