

**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 1ST FLOOR
71 EAST TROY STREET
TUPELO, MS 38804**

**SEALED BIDS FOR THE CONSTRUCTION OF GUMTREE PARK DRAINAGE
IMPROVEMENTS**

BID DATE: AUGUST 9, 2023

BID TIME: 10:00 A.M.

SEALED BID

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID No. 2023-029PW
GUMTREE PARK
DRAINAGE IMPROVEMENTS

Tupelo Public Works Department
City of Tupelo, Mississippi



MAY 2023

 **Dabbs Corporation**

DABBS CORPORATION
1050 N. Eason Boulevard
Tupelo, Mississippi 38804

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the *"GUMTREE PARK DRAINAGE IMPROVEMENTS"*, **Bid No. 2023-029PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.

Bids are related to the construction of drainage improvements to include removal and replacement of existing drainage pipes, inlets and related infrastructure located along and adjacent to Gumtree Park within the City of Tupelo. The work will include removal of asphalt pavement, concrete sidewalk, curb & gutter, excavation, grate inlets, etc. in order to remove existing drainage pipes from within Gumtree Park. The contractor will be required to replace the existing infrastructure, which includes the installation of approximately 1550 LF of 36" HDPE drain pipe, 450 LF of 48" HDPE drain pipe, grate inlets, concrete sidewalks, solid sodding, etc. in order to provide improved collection, conveyance and capacity in the existing drainage system. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the, Project Drawings, General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **45** consecutive calendar days. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at www.tupelomsbids.com. Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to Plan House at 662-407-0193.

The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**BY: s/b Traci Dillard
TRACI DILLARD, City Purchasing Clerk**

Publish Dates: 07/11/2023 and 07/18/2023 in the NE Mississippi Daily Journal.

INFORMATION FOR BIDDERS

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

- A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**, Bid No. **2023-029PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.
- B. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.
- C. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.**

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: **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**
 - 2. Certificate of Responsibility No. 05993-MC
- 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.
 - C. 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.
 - B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
10. **Law and Regulations:** The BIDDERS'S attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER

of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

12. **Public Access / Public Safety:** IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO UNDERSTAND THE PROXIMITY OF THE IMPROVEMENTS FALL WITHIN AN EXISTING PUBLIC PARK FACILITY THAT IS VISITED BY PEDESTRIANS DAILY. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE TEMPORARY FENCING, OR SOME FORM OF ADEQUATE BARRIER TO BE APPROVED BY THE OWNER, AROUND CONSTRUCTION WORK AREAS AS REPRESENTED ON THE PROJECT DRAWINGS IN ORDER TO PROTECT THE PUBLIC/PEDESTRIANS DURING THE TERM OF THE PROPOSED IMPROVEMENTS. ACCESS TO PEDESTRIANS SHALL BE RESRICTED AT ALL TIMES BY THE CONTRACTOR AND FENCING/BARRIERS SHALL BE REQUIRED AT NIGHT/NON-WORK TIMES AS WELL TO PREVENT ACCESS TO TRENCHES, EQUIPMENT, ETC. THAT IMPACT PUBLIC SAFETY.
13. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
14. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
15. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
16. **Non-Collusion Affidavit:** CONTRACTOR must complete (in duplicate) the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER,

after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.
23. **Issuance of "Notice to Proceed":** Should the Contract be awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract with an effective date / begin date of **Monday, September 18, 2023**. The contractor, unless approved in writing by the Engineer, shall not be allowed to begin the project prior to this date NOR have the Notice To Proceed issued with an effective date following the date included herein.

CLARIFICATION / RFI RESPONSE #1

**City of Tupelo, Mississippi
Gum Tree Park Drainage Improvements
Bid No. 2023-029PW**

August 8, 2023

The Contract Documents, Plans and Specifications shall be clarified as set forth herein below:

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.
2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.
3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.
4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager

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

"GUMTREE 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: _____ 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 (\$ 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. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	30,000. ⁰⁰	30,000. ⁰⁰
2	CLEARING & GRUBBING	LS	1	20,000. ⁰⁰	20,000. ⁰⁰
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	250. ⁰⁰	500. ⁰⁰
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	15. ⁰⁰	6,000. ⁰⁰
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	15. ⁰⁰	3,000. ⁰⁰
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000. ⁰⁰	3,000. ⁰⁰
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	2,000. ⁰⁰	2,000. ⁰⁰
8	REMOVAL OF 30" CMP	LF	420	20. ⁰⁰	8,400. ⁰⁰
9	REMOVAL OF 48" CMP	LF	450	20. ⁰⁰	9,000. ⁰⁰
10	REMOVAL OF 60" RCP	LF	415	20. ⁰⁰	8,300. ⁰⁰
11	ASPHALT PAVEMENT	TONS	90	350. ⁰⁰	31,500. ⁰⁰
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	68. ⁰⁰	13,600. ⁰⁰
13	SAWCUTTING	LF	140	10. ⁰⁰	1,400. ⁰⁰
14	CRUSHED STONE BASE MATERIAL	TONS	100	75. ⁰⁰	7,500. ⁰⁰
15	BORROW EXCAVATION	CY	80	35. ⁰⁰	2,800. ⁰⁰
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	8,800. ⁰⁰	35,200. ⁰⁰
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	7,500. ⁰⁰	7,500. ⁰⁰
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	12,200. ⁰⁰	12,200. ⁰⁰
19	36" HDPE HP STORM PIPE	LF	1550	130. ⁰⁰	201,500. ⁰⁰
20	48" HDPE HP STORM PIPE	LF	450	226. ⁰⁰	101,700. ⁰⁰
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	350. ⁰⁰	29,750. ⁰⁰
22	CONCRETE, CLASS B	CY	5	3,000. ⁰⁰	15,000. ⁰⁰
23	CONNECT TO EXISTING PIPES	EA	5	1,000. ⁰⁰	5,000. ⁰⁰
24	SOLID SODDING	SY	3300	7. ⁵⁰	24,750. ⁰⁰
25	TEMPORARY FENCING / BARRIER	LF	900	8. ⁰⁰	7,200. ⁰⁰
26	EROSION CONTROL	LS	1	10,000. ⁰⁰	10,000. ⁰⁰
TOTAL					596,800.⁰⁰

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE 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: Colom Construction Co., Inc.
(PLEASE PRINT)

SIGNATURE: Rod Colom

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

(SEAL)
IF BY CORPORATION

ADDRESS: 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 Bob Celom 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)



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Tipphah

I, Pod 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 "GUMTREE 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 government of the United States of America or any of their agencies.

Signature Pod Colom

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

[Signature], Notary Public
ID # 100672
My commission expires 3/20/25
BRYAN S. WARD
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, Rod 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.)

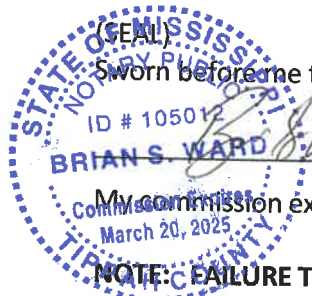
being duly sworn, on oath do depose and say as follows:

(a) That Colom Construction Co., Inc. Bidder on the "GUMTREE 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 government of the United States of America or any of their agencies.

Signature Rod Colom

Title President



Sworn before me this 8th day of August, 2023.

Brian S. Ward, Notary Public

My commission expires 3/20/25

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

PO 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 9th day of August 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:

"GUMTREE 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.

Principal

Rod Colom

By: Rod Colom, President

(L.S.)

Western Surety Company

Surety

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 9th day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to 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.