

PROPOSAL

Proposal of Cock and Son, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a LLC

insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "**OWNER**"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of

"TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2025 ANNUAL BID"

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or 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 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$300.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
<u>Addendum 1</u>	<u>5/23/25</u>

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 the 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, Technical 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

(\$ 134,792.69) and hereby agrees 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 the 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 addresses of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated through OWNER prior to submission of proposal.

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

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 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 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 Order.

(SEE FOLLOWING SHEET FOR BID ITEMS)

CONTRACT ADDENDUM

Contract Addendum No. One

Addendum Date: May 23, 2025

NAME OF PROJECT: **TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM 2025 ANNUAL BID**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. **Section B – INFORMATION FOR BIDDERS, ITEM 26. Secondary Street List:** the date for completion has been changed from December 1, 2024 to November 1, 2025
2. **Section B – INFORMATION FOR BIDDERS, ITEM 28. Notice to Proceed:** the date for issuing the Notice to Proceed has been changed from June 1, 2024 to June 18, 2025
3. **Section B – INFORMATION FOR BIDDERS, ITEM 29. Payment / Pay Requests:** the date to submit pay applications has been changed from September 21, 2024 to November 2, 2025
4. **APPENDIX:** The attached Project Street List has been added in the Appendix

PROJECT STREET LIST

Tupelo Major Thoroughfare Mill & Overlay Program 2025 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
PRIMARY STREET LIST								
1	Lawndale	Harrison	Cliff Gookin	7,495	27	22,485	2,580	
2	Lawndale	Cliff Gookin	Mitchell Rd	2,306	36	9,224	1,058	
3	Cliff Gookin	Thomas	Lawndale	5,331	60	35,540	4,078	
4	Cliff Gookin	Lawndale	Gloster	4,667	60	31,113	3,570	
5	Eason Blvd	Briar Ridge	E. Main	9864	35	38,360	4,402	
TOTALS						136,722	15,689	

NOTES:

1. Projects shall be completed based on the order defined on the Street List, unless otherwise coordinated/approved by Engineer or Owner
2. Side street Millbacks shall be 50' max. as directed in the field by the Street Department Manager
3. Based on funding, scheduling, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2025-016PW
TUPELO MAJOR THOROUGHFARE
MILL & OVERLAY PROGRAM - 2025 ANNUAL BID
APRIL 2025

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	136,722	2.16	295,319.52
2	Asphalt Surface Course, 9.5mm Mix	TON	15,689	153.00	2,400,417.00
3	Granular Shoulder Material, In Place	CY	1	115.00	115.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1	0.73	0.73
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	1	0.73	0.73
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	0.73	0.73
GRAND TOTAL (ALL ITEMS)					2,695,853.71

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: Cook and Son, LLC

SIGNATURE: Kenneth Muff (PLEASE PRINT)

NAME AND TITLE: Kenneth Muff Cook owner/manager (SEAL)

IF BY CORPORATION

ADDRESS: 60150 Seminole Road

Smithville, MS 38870

PHONE NUMBER: 662-597-1600

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that _____ who signed said Proposal on behalf of the Contractor, was then _____ 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: _____

Title: _____

Signature: _____

Date: _____

(CORPORATE SEAL)

LIMITED LIABILITY COMPANY CERTIFICATE

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned Kenneth Murff Cook, hereby certify that I am the Manager of Cook and Son, LLC (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 N/A who executed the Proposal on behalf of the Company is N/A 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.

Name: Kenneth Murff Cook
Title: owner/managing member
Signature: Kenneth Murff Cook
Date: 5/29/25

Name: Megan M. Riggan
Signature: Megan M. Riggan

Notary Public in and for the
County of Monroe
State of Mississippi



My Commission Expires: 12/19/2027

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Cook & Son, LLC

(Name of Contractor)

60150 Seminole Rd., Smithville, MS 38870

(Address of Contractor)

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

The Gray Casualty & Surety Company hereinafter called "Surety",
(Name of 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 29th day of May, 2025. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**Tupelo Major Thoroughfare Mill & Overlay Program – 2025 Annual Bid**"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which

the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and 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, this day and year first set forth above.

Cook & Son, LLC

Principal



By:

The Gray Casualty & Surety Company

Surety



By: Danielle H Marshall, Attorney in Fact

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

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

GENERAL POWER OF ATTORNEY

Bond Number: NA

Principal: Cook & Son, LLC

Project: Tupelo Major Thoroughfare Mill & Overlay Program-2025 Annual Bid

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: **Danielle H. Marshall, Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, James T. Briggs II, Chris Rhett, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi 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 26th 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 4th 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 4th 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 29th day of May, 2025.

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 29th day of May, 2025.

Leigh Anne Henican

