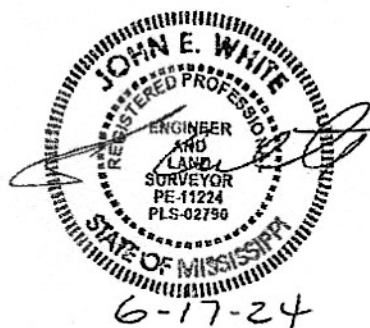


ESI PROJECT NO.:
T23-425

DATE:
June 2024

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
HAVEN ACRES DITCH
IMPROVEMENTS
FOR THE
CITY OF TUPELO, MISSISSIPPI
(BID # 2024-041PW)



**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-041PW) (07-16-2024)

Proposal of Michael Pittman Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as corporation.*

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

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

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

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum # 1 - July 11, 2024

Addendum # 2 - July 16, 2024

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

HAVEN ACRES DITCH IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2024-041PW) (07-16-2024)

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

CONTRACT – HAVEN ACRES DITCH IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>\$ 20,000.⁰⁰</u> <u>Twenty-thousand dollars & 00/100</u>	<u>\$ 20,000.⁰⁰</u>
2.	Clearing and Grubbing	1 L.S.	<u>\$ 22,000.⁰⁰</u> <u>Twenty-two thousand</u> <u>dollars & 00/100</u>	<u>\$ 22,000.⁰⁰</u>
3.	Removal of Fence (All Types)	506 L.F.	<u>\$ 14.⁰⁰</u> <u>Fourteen dollars & 00/100</u>	<u>\$ 7,084.⁰⁰</u>
4.	Erosion Control Measures	1 L.S.	<u>\$ 38,500.⁰⁰</u> <u>Thirty-eight thousand</u> <u>Five hundred dollars & 00/100</u>	<u>\$ 38,500.⁰⁰</u>
5.	Earthwork	1 L.S.	<u>\$ 40,000.⁰⁰</u> <u>Forty thousand</u> <u>dollars & 00/100</u>	<u>\$ 40,000.⁰⁰</u>
6.	Chain Link Fence	483 L.F.	<u>\$ 66.⁰⁰</u> <u>Sixty-six dollars & 00/100</u>	<u>\$ 31,878.⁰⁰</u>
7.	200# Rock Rip	7,750 Ton	<u>\$ 88.⁰⁰</u> <u>Eighty-eight dollars & 00/100</u>	<u>\$ 682,000.⁰⁰</u>
8.	Geotextile Fabric	5,000 S.Y.	<u>\$ 2.⁷⁵</u> <u>Two dollars & 75/100</u>	<u>\$ 13,750.⁰⁰</u>
9.	Grout for Riprap	100 C.Y.	<u>\$ 550.⁰⁰</u> <u>Five hundred fifty</u> <u>dollars & 00/100</u>	<u>\$ 55,000.⁰⁰</u>

- | | | | | |
|-----|--|------------|--|---------------------------|
| 10. | Maintenance of Traffic | 1 L.S. | <u>\$ 27,500.⁰⁰</u>
<u>Twenty-seven thousand</u>
<u>Five hundred dollars & ⁰⁰/₁₀₀</u> | \$ 27,500. ⁰⁰ |
| 11. | Solid Sodding | 9,430 S.Y. | <u>\$ 8.⁰⁰</u>
<u>Eight dollars & ⁰⁰/₁₀₀</u> | \$ 75,440. ⁰⁰ |
| 12. | Construction Fencing
(Security Containment) | 5,810 L.F. | <u>\$ 24.⁰⁰</u>
<u>Twenty-four dollars & ⁰⁰/₁₀₀</u> | \$ 139,440. ⁰⁰ |

TOTAL OF BID ITEMS (1-12)

\$ 1,152,592.⁰⁰

\$ One million one hundred fifty-two thousand Five hundred ninety-two dollars & ⁰⁰/₁₀₀
(TOTAL IN WORDS)

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

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

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

RESPECTFULLY SUBMITTED:

Company Michael Pittman Construction, Inc
 Signature [Signature]
 Title Vice President
 Address 509 Pinecrest
Corinth, MS 38834

Attest: Zack Hastings

SEAL (if Bid is by a Corporation)



Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Michael Pittman Construction Co., Inc.
509 Pinecrest Road
Corinth, MS 38834

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Haven Acres Ditch Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of July, 2024.

Zack Harty
(Witness)

Blake Johnson
(Witness)

Michael Pittman Construction Co., Inc.
(Principal)

By: Mike Pittman
(Title)

The Gray Casualty & Surety Company
(Surety)

By: Stephen Wesley Price, Jr.
(Title) Attorney-in-Fact



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Michael Pittman Construction Co., Inc.
Obligee: City of Tupelo

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: Stephen Wesley Price, Jr.

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 28th day of October, 2021.



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

Parish of Jefferson

On this 28th day of October, 2021, 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 19th day of July, 2024.

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 19th day of July, 2024.

Leigh Anne Henican



**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, _____,
as Principal, and _____,
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of _____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

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

HAVEN ACRES DITCH IMPROVEMENTS

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

(Principal) (L.S.)

(Surety)

By: _____

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.