

SECTION 00 42 00 PROPOSAL FORM
(Submit in Duplicate)

Bidder's Name: Cook and Son, LLC
Address: 60146 Seminole Rd.
Smithville, MS. 38870
Date: 10/25/2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: Five Hundred Eighty Two Thousand Seventy Nine Dollars
and Fifty Eight Cents (\$ 582,079.58).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Sixty (60) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Cook and Son, LLC (insert company name) is certifying that neither Cook and Son, LLC (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall

become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u> 1 </u>	Dated:	<u> 10/26/2023 </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

ADDENDUM NO. 1

PROJECT: City of Tupelo, MS, Department of Parks and Recreation
Ballard Park 3-Plex Parking Improvements
PN: 23065.00
CBN: 2023-047PR

CONTACT: Sloan Landscape Architecture, LLC
P O Box 311
Tupelo, MS 38802
shipmansloan@gmail.com

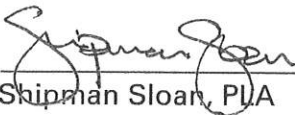
This Addendum No. 1, dated October 20, 2023, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

DRAWINGS:

1. REF SHEET L2.0

- A. Contractor shall install a 2" electrical conduit from the center point of the proposed southeast parking lot island to the center point of the proposed northwest parking lot island and then to the existing overhead power pole located to the west of the entry drive located in the northwest of the proposed parking lot. The conduit length shall be approximately 325' and is to be trenched to a minimum depth of 18 inches. The trench is to be backfilled and compacted in a manner suitable for asphalt pavement placement.

Total pages this addendum: 1

By: 
Shipman Sloan, PIA


Signature


Name of Company

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: MS

County of: Lee

Kenneth M Cook, being first duly sworn, deposes and says:

That he or she is owner/managing member the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: *Kenneth M Cook*
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 24 day of Oct, 2023

Kendyll Donahue

My commission expires 11-11-27

★ STATE OF MISSISSIPPI ★
KENDYLL DONAHUE, NOTARY PUBLIC
LEE COUNTY
MY COMMISSION EXPIRES NOVEMBER 11, 2027
COMMISSION NUMBER 158794

SECTION 004516 – BIDDER'S QUALIFICATIONS

QUALIFICATION FORM

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

PRIOR PROJECT QUESTIONNAIRE

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES or NO

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES or NO

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES or NO

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES or NO

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES or NO

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES or NO

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES or NO

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES or NO

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES or NO

END OF SECTION 004516

BID BOND

The Gray Casualty & Surety Company

CONTRACTOR:

(Name, legal status and address)

Cook & Son, LLC
60146 Seminole Rd.
Smithville, MS 38870

OWNER:

(Name, legal status and address)

City of Tupelo - Department of Parks and Recreation
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: 5% of Bid

PROJECT:

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

City of Tupelo-Department of Parks and Recreation
Ballard Park 3-Plex Parking Improvements, Tupelo, MS

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
1225 West Causeway Approach
Mandeville, LA 70471

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 26th day of October, 2023.

Kendylle Donahue
(Witness)

Cook & Son, LLC
[Signature]
(Principal) (Seal)
Owner / Managing Member
(Title)

Danielle Marshall
(Witness)

The Gray Casualty & Surety Company
[Signature]
(Surety) Kyle Chandler IV (Seal)
Attorney in Fact
(Title)

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

GENERAL POWER OF ATTORNEY

Bond Number: NA **Principal:** Cook & Son, LLC
Project: Ballard Park 3-Plex Parking Improvements, Tupelo, MS

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: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, 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 28th day of October, 2023.

Mark 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 28th day of October, 2023.

Leigh Anne Henican

