

PROPOSAL

Proposal of Pawl Smiley Const. Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation. 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 the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** project 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 **365** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** 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

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 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 that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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.

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

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 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.

(SEE FOLLOWING SHEET FOR BID ITEMS)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
ROADWAY ITEMS					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	24.00	24.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	24.00	24.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	24.00	24.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	24.00	24.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	20.00	20.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	12.00	12.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	350.00	350.00
8	SAW CUT, FULL DEPTH	LF	1	12.00	12.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	19.00	19.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	23.00	23.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	25.00	25.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	70.00	70.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	300.00	300.00
SUB-TOTAL (ROADWAY ITEMS)					927.00
DRAINAGE ITEMS					
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	16.00	16.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	20.00	20.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	15.00	15.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	17.00	17.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	4000.00	4000.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	2400.00	2400.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	2400.00	2400.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	CY	1	1800.00	1800.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	2500.00	2500.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	1500.00	1500.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	1500.00	1500.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	1500.00	1500.00

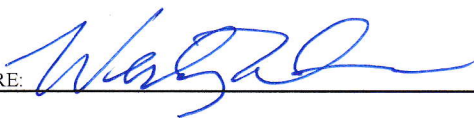
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26	CONCRETE, IN PLACE	CY	1	800.00	800.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	22.00	22.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	22.00	22.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	22.00	22.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	25.00	25.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	30.00	30.00
34	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	40.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	18.00	18.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	20.00	20.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	25.00	25.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	30.00	30.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	35.00	35.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	40.00	40.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	45.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	45.00	45.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	50.00	50.00
SUB-TOTAL (DRAINAGE ITEMS)					19,067.00
EROSION CONTROL ITEMS					
47	TEMPORARY SILT FENCE	LF	1	10.00	10.00
48	WATTLES, 12"	EA	1	85.00	85.00
SUB-TOTAL (EROSION CONTROL ITEMS)					95.00
GRAND TOTAL (ALL ITEMS)					20,089.00

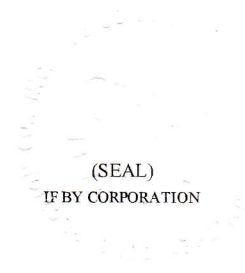
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TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID
FEBRUARY, 2023

NOTE: See Paragraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.

RESPECTFULLY SUBMITTED BY: Paul Smithey Construction Company Inc.
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Wesley Nelson President
(PLEASE PRINT)



(SEAL)
IF BY CORPORATION

ADDRESS: PO Box 357
Belden, MS 38826

PHONE NUMBER: 662-844-0794

CERTIFICATE OF RESPONSIBILITY NUMBER: 04370-MC

CORPORATE CERTIFICATE
(To Be Executed If Bidder Is A Corporation)

I, Marjorie Randle _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that Wesley Nelson _____ 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: Marjorie Randle _____

Title: Secretary _____

Signature: Marjorie Randle _____

Date: 3-15-23 _____

(CORPORATE SEAL)

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Wesley Nelson
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Paul Smithy Construction Company Inc
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Paul Smithy Const. Co., Inc. Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, 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 Wesley Nelson

Title President

(SEAL)
Sworn before me this 15th day of March, 2023.

My commission expires May 30, 2026 Maguire Randle Notary Public



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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Wesley Nelson
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Paul Smithy Construction Company Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Paul Smithy Const. Co, Inc Bidder on the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** in the **City of Tupelo, Mississippi**, 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 Wesley Nelson

Title President

(SEAL)
Sworn before me this 15th day of MAY, 2023.

My commission expires May 30, 2026 Marjorie Randle Notary Public



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