

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2023-064PW)

Proposal of Patton Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as a limited liability company.*

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for GUN CLUB ROAD BOX CULVERT 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 60 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:

None

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

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The BIDDER agrees to perform all WORK for the construction of **GUN CLUB ROAD BOX CULVERT** 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 – GUN CLUB ROAD BOX CULVERT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	\$15,000.00 Fifteen thousand dollars	\$ 15,000.00
2.	Clearing and Grubbing	1 L.S.	\$15,000.00 Fifteen thousand dollars	\$ 15,000.00
3.	Removal of Asphalt Pavement	163 S.Y.	\$10.00 Ten dollars	\$ 1,630.00
4.	Removal of Pipe (All Type)	15 L. F.	\$10.00 Ten dollars	\$ 150.00
5.	Removal of 72" Steel Culvert	1 L.S.	\$2,500.00 Two thousand five hundred dollars	\$ 2,500.00
6.	Erosion Control Measures	1 L.S.	\$5,000.00 Five thousand dollars	\$ 5,000.00
7.	Structure Excavation	576 C.Y.	\$16.00 Sixteen dollars	\$ 9,216.00
8.	Select Borrow Material	550 C.Y.	\$18.00 Eighteen dollars	\$ 9,900.00
9.	Hot Mix Asphalt, ST (9.5 MM)	50 Ton	\$240.00 Two hundred forty dollars	\$ 12,000.00
10.	Crushed Stone	75 C.Y.	\$90.00 Ninety dollars	\$ 6,750.00

11.	Bedding Material (Type 1 DOT Aggregate)	88 C.Y.	\$90.00 Ninety dollars	\$ 7,920.00
12.	16' x 6' Precast Box Culvert	42 L.F.	\$2,840.00 Two thousand four hundred dollars	\$ 100,800.00
13.	16' x 6' Precast Wing Wall	2 EA.	\$19,500.00 Nineteen thousand five hundred dollars	\$ 39,000.00
14.	200# Rock Rip Rap	200 Ton	\$80.00 Eighty dollars	\$ 16,000.00
15.	Geotextile Fabric	400 S.Y.	\$2.00 Two dollars	\$ 800.00
16.	15" HDPE Pipe	55 L.F.	\$35.00 Thirty-five dollars	\$ 1,925.00
17.	15" Pipe Collar	1 EA.	\$1,500.00 One thousand five hundred	\$ 1,500.00
18.	15" Branch Connection	3 EA.	\$1,500.00 One thousand five hundred	\$ 4,500.00
19.	18" HDPE Pipe	70 L.F.	\$45.00 Forty-five dollars	\$ 3,150.00
20.	18" Pipe Collar	1 EA.	\$1,500.00 One thousand five hundred	\$ 1,500.00
21.	18" Branch Connection	1 EA.	\$1,500.00 One thousand five hundred dollars	\$ 1,500.00
22.	3" PVC Water Line	84 L.F.	\$30.00 Thirty dollars	\$ 2,520.00
23.	3" Machine Tap	2 EA.	\$600.00 Six hundred dollars	\$ 1,200.00
24.	3" Gate Valve and Box	2 EA.	\$1,750.00 One thousand seven hundred fifty dollars	\$ 3,500.00

25.	3" Elbow	2 EA.	\$50.00 Fifty dollars	\$ 100.00
26.	3" Wet Tap and Cap	2 EA.	\$2,500.00 Two thousand five hundred dollars	\$ 3,000.00
27.	8" DIP Water Line	101 L.F.	\$150.00 One hundred fifty dollars	\$
28.	8" Machine Tap	2 EA.	\$1,500.00 One thousand five hundred	\$ 3,000.00
29.	8" Gate Valve and Box	2 EA.	\$3,500.00 Three thousand five hundred dollars	\$ 7,000.00
30.	8" Elbow	2 EA.	\$500.00 Five hundred dollars	\$ 1,000.00
31.	8" Wet Tap and Cap	2 EA.	\$8,500.00 Eight thousand five hundred dollars	\$ 17,000.00
32.	Maintenance of Traffic	1 L.S.	\$6,500.00 Six thousand five hundred dollars	\$ 6,500.00
33.	Diversion Channel	1 L.S.	\$2,500.00 Two thousand five hundred dollars	\$ 2,500.00
34.	Solid Sodding	1,300 S.Y.	\$4.50 Four dollars and fifty cents	\$ 5,850.00
35.	Construction Fencing	470 Lin. Ft.	\$8.00 Eight dollars	\$ 3,760.00

TOTAL OF BID ITEMS (1-35)

\$ 328,321.00

\$ Three hundred twenty-eight thousand three hundred twenty-one dollars

(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	<u>Patton Construction, LLC</u>	Attest: _____
Signature	<u><i>Knox Y. Patton III</i></u>	SEAL (if Bid is by a Corporation)
Title	<u>Manager</u>	
Address	<u>P.O. Box 1074, Pontotoc, MS 38863</u>	

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Patton Construction, LLC,
as Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five percent of amount bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 20 24.

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:

GUN CLUB ROAD BOX CULVERT

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.

By Knox Y. Patton III (L.S.)
Patton Construction, LLC
(Principal)

The Gray Casualty & Surety Company
(Surety)

By: [Signature]
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.

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

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond Principal: Patton Construction, LLC

Project: Gun Club Road Box Culvert

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: Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee 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 Henicari
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henicari

Leigh Anne Henicari
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 12th day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henicari, 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 12th day of January, 2024.

Leigh Anne Henicari

