

PROPOSAL

Proposal of Double T Construction (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Limited Liability Company

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

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2024 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, 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>One</u>	<u>4-24-24</u>	<u>C.S</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 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.

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

(\$ 295,964.26) 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:

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)

SECTION D - BID FORM
 TUPELO PUBLIC WORKS BID NO. 2024-016PW
 LOCAL STREET MAINTENANCE
 MILL & OVERLAY PROGRAM - 2024 ANNUAL BID
 APRIL, 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	311,694	2.50	779,235.00
2	Base Repair Cold Milling (Short Run Work)	SY	1	33.00	33.00
3	Asphalt Surface Course, 9.5mm Mix	TON	35,767	143.70	5,139,717.90
4	Asphalt Base Course, 19mm Mix (Short Run Paving)	TON	1	200.00	200.00
5	Granular Shoulder material, In Place	CY	1	98.00	98.00
6	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1	0.65	0.65
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	0.65	0.65
GRAND TOTAL (ALL ITEMS)					5,919,285.20

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

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: Trey Thomas
 (PLEASE PRINT)
 SIGNATURE: 
 NAME AND TITLE: Trey Thomas Owner
 ADDRESS: Double T Construction, LLC
1762 Hwy 311
Holt Springs, MS 38635
 PHONE NUMBER: 662-252-4561

(SEAL)
 IF BY CORPORATION

LIMITED LIABILITY COMPANY CERTIFICATE

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

I, the undersigned Trey Thomas, hereby certify that I am the Manager of Double T Construction 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 Trey Thomas who executed the Proposal on behalf of the Company is Double T Constaction/owner 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: Trey Thomas
Title: Owner
Signature: Trey Thomas
Date: 5/2/24

Name: CLAY SHACKLEFORD
Signature: Clay Shackelford

Notary Public in and for the
County of Union
State of MS



My Commission Expires: March 12, 2027

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Marshall

I, Trey Thomas
(name of person signing affidavit)

Individually, and in my capacity as owner
(title)

of Double T Construction LLC
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That Double T Construction LLC Bidder on the **Local Street Maintenance Mill & Overlay Program – 2024 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 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: [Handwritten Signature]

Title: Owner

(SEAL)

Sworn before me this 2 day of MAY, 2024

Clay Shackelford [Handwritten Signature] Notary Public

My commission expires MARCH 12, 2027



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

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF marshall

I, Trey Thomas
(name of person signing affidavit)

Individually, and in my capacity as owner
(title)

of Double T Construction LLC
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That Double T Construction LLC Bidder on the **Local Street Maintenance Mill & Overlay Program – 2024 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 with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. 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: [Handwritten Signature]

Title: owner

(SEAL)

Sworn before me this 2 day of MAY, 2024

[Handwritten Signature] CLAY SHACKLEFORD Notary Public

My commission expires MARCH 12, 2027



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Double T Construction, LLC
(Name of Contractor)

1732 Highway 311, Holly Springs, MS 38635
(Address of Contractor)

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

Great American Insurance 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 2nd day of May, 2024. 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 "**Local Street Maintenance Mill & Overlay Program – 2024 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.

Double T Construction, LLC
Principal



By:


Great American Insurance Company
Surety



By: Michael A. McDaniel, Attorney-in-Fact



COUNTERSIGNATURE

By: 
Jenna B. Allen, MS Resident Agen

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 750 as amended) and be authorized to transact business in the state where the project is located.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21420

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL A. MCDANIEL	ALL OF	ALL
RICHARD H. WHITLEY	MEMPHIS, TENNESSEE	\$100,000,000
JAMES S. BROWN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **20TH** day of **NOVEMBER**, 2023

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **20TH** day of **NOVEMBER**, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.


SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **2nd** day of **May**, 2024




Assistant Secretary
