

**JACKSON STREET IMPROVEMENTS
MADISON STREET to FRONT STREET
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-069MT)

Proposal of Cook and Son, LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as LLC.*

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET 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 225 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 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 12/30/2024

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

CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 30, 2024

NAME OF PROJECT: **JACKSON STREET IMPROVEMENTS
MADISON STREET to FRONT STREET**

OWNER: City of Tupelo


The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. GENERAL NOTES

- Precast concrete drainage structures shall not be allowed on this project.

2. CONSTRUCTION PLANS

- Replace Plan Sheet 15 (PP-2 – Plan Profile Sheet) with the attached Plan Sheet 15 (PP2 – Plan Profile Sheet) dated 12/30/2024. This sheet has been amended to reflect the top of retaining wall grades step downs.
- Replace Plan Sheet 29 (MD-2 – Miscellaneous Detail Sheet) with the attached Plan Sheet 29 (MD-2 – Miscellaneous Detail Sheet) dated 12/30/2024. This sheet has been amended to reflect the Guardrail / Fence Detail and revision to the Retaining Wall Detail.



John White, PE, PLS

**JACKSON STREET IMPROVEMENTS
MADISON STREET to FRONT STREET
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-069MT)

The BIDDER agrees to perform all WORK for the construction of LUMPKIN AVENUE INTERSECTION 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 – JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Clearing & Grubbing	1 L.S.	<u>Thirty Thousand Dollars</u> <u>and Zero cents</u> <u>\$ 30,000.00</u>	<u>\$ 30,000.00</u>
2.	Removal of Concrete	274 S.Y.	<u>Forty Dollars and</u> <u>Zero cents</u> <u>\$ 40.00</u>	<u>\$ 10,960.00</u>
3.	Removal of Retaining Wall	364 Lin Ft.	<u>Fifty Dollars and Zero</u> <u>Cents</u> <u>\$ 50.00</u>	<u>\$ 18,200.00</u>
4.	Removal of Sidewalk	750 S.Y.	<u>Forty Dollars and Zero</u> <u>Cents</u> <u>\$ 40.00</u>	<u>\$ 30,000.00</u>
5.	Removal and Replacement of Mailbox	3 Each	<u>Two Thousand Dollars</u> <u>and Zero cents</u> <u>\$ 2,000.00</u>	<u>\$ 6,000.00</u>
6.	Removal of Inlets	10 Each	<u>One Thousand Five</u> <u>Hundred Dollars and Zero</u> <u>Cents \$ 1,500.00</u>	<u>\$ 15,000.00</u>
7.	Removal of Asphalt Pavement	1,003 S.Y.	<u>Forty Dollars and Zero</u> <u>Cents</u> <u>\$ 40.00</u>	<u>\$ 40,120.00</u>

8.	Removal of Chainlink Fence	462 S.Y.	<u>One Hundred Dollars</u> <u>and Zero Cents</u> <u>\$ 100.00</u>	<u>\$ 46,200.00</u>
9.	Removal of Curb & Gutter	3,605 Lin. Ft.	<u>thirty six dollars</u> <u>and four teen cents</u> <u>36.14</u>	<u>\$ 130,284.70</u>
10.	Removal of Pipes (All Types)	129 L.F.	<u>Fifty Dollars and</u> <u>Zero Cents</u> <u>\$ 50.00</u>	<u>\$ 6,450.00</u>
11.	Removal of Trees	9 Each	<u>Six Thousand Five</u> <u>Hundred Dollars and Zero</u> <u>Cents \$ 6,500.00</u>	<u>\$ 58,500.00</u>
12.	Removal of Stripe	500 L.F.	<u>Three Dollars and zero</u> <u>Cents</u> <u>\$ 3.00</u>	<u>\$ 1,500.00</u>
13.	Removal and Replacement of Sign	5 Each	<u>Four Hundred Dollars</u> <u>and Zero Cents</u> <u>\$ 400.00</u>	<u>\$ 2,000.00</u>
14.	Borrow Excavation, AH, FME, Class B9	800 C.Y.	<u>Seventy Five Dollars</u> <u>and Zero Cents</u> <u>\$ 75.00</u>	<u>\$ 60,000.00</u>
15.	Unclassified Excavation, FM, AH	1,400 C.Y.	<u>One Hundred Twenty</u> <u>Five Dollars and Zero</u> <u>Cents \$ 125.00</u>	<u>\$ 175,000.00</u>
16.	Solid Sodding, All Types	1,300 S.Y.	<u>Six Dollars and zero</u> <u>Cents</u> <u>\$ 6.00</u>	<u>\$ 7,800.00</u>
17.	Watering	26 KGal.	<u>Twenty Dollars and</u> <u>Zero Cents</u> <u>\$ 20.00</u>	<u>\$ 520.00</u>
18.	Mowing	1 Acre	<u>Five Hundred Dollars</u> <u>and Zero Cents</u> <u>\$ 500.00</u>	<u>\$ 500.00</u>

19.	Temporary Silt Fence	1,980 Lin.Ft.	Ten Dollars and Zero Cents \$10. ⁰⁰	\$ 19,800. ⁰⁰
20.	Wattles, 12"	200 L.F.	Ten Dollars and Zero Cents \$10. ⁰⁰	\$ 2,000. ⁰⁰
21.	Select Borrow (PM)	310 C.Y.	Seventy Five Dollars and Zero cents \$75. ⁰⁰	\$ 23,250. ⁰⁰
22.	Granular Material (Crushed Stone)	590 C.Y.	One Hundred Dollars and Zero Cents \$100. ⁰⁰	\$ 59,000. ⁰⁰
23.	Geotextile Fabric	1,060 S.Y.	Two Dollars and Fifty Cents \$2. ⁵⁰	\$ 2,650. ⁰⁰
24.	Hot Mix Asphalt, MT (12.5 mm)	125 TON	Two Hundred Two Dollars and Forty Cents \$202. ⁴⁰	\$ 25,300. ⁰⁰
25.	Hot Mix Asphalt, MT (19 mm)	310 TON	One Hundred Eighty Dollars and Eighty Cents \$180. ⁸⁰	\$ 56,048. ⁰⁰
26.	Hot Mix Asphalt, MT (9.5 mm)	1,739 TON	One Hundred Fifty Dollars and Zero cents \$150. ⁰⁰	\$ 260,850. ⁰⁰
27.	Cold Milling of Bituminous Pavement, All Depths	1,589 S.Y.	Five Dollars and Zero Cents \$5. ⁰⁰	\$ 7,945. ⁰⁰
28.	Class B Structural Concrete, Minor Structures, Per Plans	5 C.Y.	Three Thousand Dollars and Zero Cents \$3,000. ⁰⁰	\$ 15,000. ⁰⁰
29.	Concrete Sidewalk	1,430 S.Y.	Eighty Dollars and zero Cents \$80. ⁰⁰	\$ 114,400. ⁰⁰

30.	Concrete Driveways With Reinforcement	342 S.Y.	<u>One Hundred Ten Dollars and Zero cents</u> \$110.00	\$ <u>37,620.00</u>
31.	Combination Curb & Gutter, All Types	4,055 L.F.	<u>Forty Dollars and zero cents</u> \$40.00	\$ <u>162,200.00</u>
32.	Stamped and Colored Asphalt Crosswalks	387 S.Y.	<u>Two Hundred Dollars and zero cents</u> \$200.00	\$ <u>77,400.00</u>
33.	12" HP Pipe	55 L.F.	<u>Fifty Dollars and zero cents</u> \$50.00	\$ <u>2,750.00</u>
34.	18" HP Pipe	95 L.F.	<u>Sixty Five Dollars and zero cents</u> \$65.00	\$ <u>6,175.00</u>
35.	18" Reinforced Concrete Pipe, Class III	96 L.F.	<u>Sixty Five Dollars and zero cents</u> \$65.00	\$ <u>6,240.00</u>
36.	24" HP Pipe	10 L.F.	<u>Seventy Five Dollars and zero cents</u> \$75.00	\$ <u>750.00</u>
37.	Adjustment of Utility Appurtenance	26 Each	<u>Two Thousand Five Hundred Dollars and zero cents</u> \$2,500.00	\$ <u>65,000.00</u>
38.	Curb Inlet	22 Each	<u>Three Thousand Five Hundred Dollars and zero cents</u> \$3,500.00	\$ <u>77,000.00</u>
39.	Convert Inlet to Junction Box	9 Each	<u>Three Thousand Five Hundred Dollars and zero cents</u> \$3,500.00	\$ <u>31,500.00</u>
40.	Brick Retaining Wall	476 L.F.	<u>Two Hundred Dollars and zero cents</u> \$200.00	\$ <u>95,200.00</u>

41.	Guardrail / Fence	476 L.F.	<u>One Hundred Fifty</u> <u>Dollars and Zero Cents</u> <u>\$ 150.00</u>	\$ 71,400.00
42.	Temporary Traffic Stripe, Skip Yellow	4,000 L.F.	<u>One Dollar and Zero</u> <u>Cents</u> <u>\$ 1.00</u>	\$ 4,000.00
43.	Temporary Traffic Stripe, Edge White	7,200 L.F.	<u>One Dollar and Zero</u> <u>Cents</u> <u>\$ 1.00</u>	\$ 7,200.00
44.	Temporary Traffic Stripe, Continuous Yellow	4,800 L.F.	<u>One Dollar and Zero</u> <u>Cents</u> <u>\$ 1.00</u>	\$ 4,800.00
45.	Temporary Traffic Stripe, Detail White	2,660 L.F.	<u>Two Dollars and Zero</u> <u>Cents</u> <u>\$ 2.00</u>	\$ 5,320.00
46.	Temporary Traffic Stripe, Detail Yellow	3,280 L.F.	<u>Two Dollars and Zero</u> <u>Cents</u> <u>\$ 2.00</u>	\$ 6,560.00
47.	Temporary Legend White,	2,800 S.F.	<u>Three Dollars and Zero</u> <u>Cents</u> <u>\$ 3.00</u>	\$ 8,400.00
48.	6" Thermoplastic Traffic Stripe, Skip Yellow	2,000 L.F.	<u>Two Dollars and Zero</u> <u>Cents</u> <u>\$ 2.00</u>	\$ 4,000.00
49.	6" Thermoplastic Edge Stripe, Edge White	3,600 L.F.	<u>Two Dollars and Zero</u> <u>Cents</u> <u>\$ 2.00</u>	\$ 7,200.00
50.	6" Thermoplastic Traffic Stripe, Continuous Yellow	2,400 L.F.	<u>Two Dollars and Zero</u> <u>Cents</u> <u>\$ 2.00</u>	\$ 4,800.00
51.	6" Thermoplastic Detail Stripe, White	1,330 L.F.	<u>Four Dollars and Zero</u> <u>Cents</u> <u>\$ 4.00</u>	\$ 5,320.00

52.	6" Thermoplastic Detail Stripe, Yellow	1,640 L.F.	<u>Four Dollars and Zero Cents</u> <u>\$ 4.00</u>	<u>\$ 6,560.00</u>
53.	Thermoplastic Legend, White	1,130 S.F.	<u>Twelve Dollars and Zero Cents</u> <u>\$ 12.00</u>	<u>\$ 13,560.00</u>
54.	Detectable Warning Panels	213 S.F.	<u>Seventy Dollars and Zero Cents</u> <u>\$ 70.00</u>	<u>\$ 14,910.00</u>
55.	Flowable Fill	10 C.Y.	<u>Three Hundred Fifty Dollars and Zero Cents</u> <u>\$ 350.00</u>	<u>\$ 3,500.00</u>
56.	Roadway Construction Stakes	1 L.S.	<u>Fifteen Thousand and Zero dollars</u> <u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
57.	Maintenance of Traffic	1 L.S.	<u>Twenty Five Thousand Dollars and Zero Cents</u> <u>\$ 25,000.00</u>	<u>\$ 25,000.00</u>
58.	Additional Construction Signs	1 S.F.	<u>Ten Dollars and Zero Cents</u> <u>\$ 10.00</u>	<u>\$ 10.00</u>
59.	Mobilization	1 L.S.	<u>One Hundred Ninety Three Thousand Sevenhundred Dollars and Zero Cents</u> <u>\$ 193,017.01</u>	<u>\$ 193,017.01</u>
60.	6" Perforated Pipe for Underdrain	100 L.F.	<u>Sixty Two Dollars and Zero Cents</u> <u>\$ 62.00</u>	<u>\$ 6,200.00</u>
61.	Geotextile Fabric for Subsurface Drainage, Type III	76 S.Y.	<u>Fifteen Dollars and Zero Cents</u> <u>\$ 15.00</u>	<u>\$ 1,140.00</u>
62.	Filter Material for Combination Storm Drain and/or Underdrains Type A, FM	10 C.Y.	<u>Forty Dollars and Zero Cents</u> <u>\$ 40.00</u>	<u>\$ 400.00</u>

63. Filter Material for Combination 10 C.Y.
Storm Drain and/or Underdrains
Type B, FM

Forty Dollars and 200
Cents
\$40.00 \$ 400.00

TOTAL OF BID ITEMS (1-63)

\$2,195,809.71

\$ Two Million One Hundred Nine ^{Thousand} Five ~~Eight~~ Eight Hundred Nine Dollars and
(TOTAL IN WORDS) seventy one cents

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 Cook and Son, LLC

Attest: _____
SEAL (if Bid is by a Corporation)

Signature Kenneth M Cook

Title owner / Managing Member

Address 60150 Seminole Rd. Smithville,
MS. 38870

**JACKSON STREET IMPROVEMENTS
MADISON STREET to FRONT STREET
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, Cook & Son, 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 Bid for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 8th day of January, 2025.

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:

JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET

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.

Kenneth M. Cook (L.S.)
(Principal) Cook & Son, LLC

[Signature]
(Surety) The Gray Casualty & Surety Company

By: James T Briggs II

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: NA **Principal:** Cook & Son, LLC
Project: Jackson Street Improvements, Madison Street to Front Street

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, James T. Briggs II, Chris Rhett, 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 8th day of January, 2025.

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 8th day of January, 2025.

Leigh Anne Henican

