

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

Proposal of COOK and SON LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as an 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 MITCHELL ROAD CROSSDRAINS 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:

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

The BIDDER agrees to perform all WORK for the construction of **MITCHELL ROAD CROSSDRAINS** 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 – MITCHELL ROAD CROSSDRAINS**

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1. Mobilization	1 L.S.	Ninety Four Thousand Six Hundred Fifty Nine Dollars and ninety Three Cents. \$94,659.93	\$ 94,659.93
2. Clearing and Grubbing	1 L.S.	Twenty Thousand Dollars and Zero Cents \$ 20,000.00	\$ 20,000.00
3. Removal of Asphalt Pavement	488 S.Y.	Twenty Five Dollars and Zero Cents \$ 75.00	\$ 17,200.00
4. Removal of Pipe (All Type)	204 L. F.	One Hundred Forty Six Dollars and Zero Cents \$ 146.00	\$ 29,784.00
5. Removal of Flared End Section	8 Each	One Thousand Five Hundred Dollars and Zero Cents \$ 1,500.00	\$ 12,000.00
6. Erosion Control Measures	1 L.S.	Fifteen Thousand Dollars and Zero Cents \$ 15,000.00	\$ 15,000.00
7. Structure Excavation	1,107 C.Y.	Forty Dollars and Two Cents \$ 40.00	\$ 44,280.00
8. Select Borrow Material	815 C.Y.	Thirty Five Dollars and Zero Cents \$ 35.00	\$ 28,575.00
9. Hot Mix Asphalt, ST (9.5 MM)	143 Ton	Two Hundred Fifty Dollars and Zero Cents \$ 250.00	\$ 35,750.00
10. Crushed Stone	304 C.Y.	One Hundred Dollars and Zero Cents \$ 100.00	\$ 30,400.00

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	One Hundred Dollars and Zero cents \$100.00	\$ 7,500.00
12.	Flowable Fill	110 C.Y.	One Hundred sixty Five Dollars and Zero cents \$165.00	\$ 18,150.00
13.	12' x 4' Precast Box Culvert	60 L.F.	One Thousand Seven Hundred Fifty Dollars and Zero cents \$1,750.00	\$ 105,000.00
14.	12' x 4' Precast Wing Wall	2 EA.	Four Thousand Dollars and Zero cents \$4,000.00	\$ 8,600.00
15.	200# Rock Rip Rap	275 Ton	Fifty Five Dollars and Zero cents \$55.00	\$ 15,175.00
16.	Geotextile Fabric	500 S.Y.	Two Dollars and Fifty Cents \$ 2.50	\$ 1,250.00
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	One Hundred Eighty Dollars and Zero cents \$180.00	\$ 47,570.00
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	Four Thousand Dollars and Zero cents \$4,000.00	\$ 48,000.00
19.	15" HDPE Pipe	88 L.F.	Sixty Dollars and Zero cents \$60.00	\$ 5,280.00
20.	15" Pipe Collar	1 EA.	One Thousand Five Hundred Dollars and Zero cents \$1,500.00	\$ 1,500.00
21.	15" Branch Connection	2 EA.	One Thousand Five Hundred Dollars and Zero cents \$1,500.00	\$ 3,000.00
22.	Maintenance of Traffic	1 L.S.	Ten Thousand Dollars and Zero cents \$10,000.00	\$ 10,000.00
23.	Diversion Channel	1 Each	Twenty Five Thousand Dollars and Zero cents \$25,000.00	\$ 25,000.00

24. Solid Sodding	2,300 S.Y.	<u>Six Dollars and Zero Cents</u> \$6.00	<u>\$ 13,800.00</u>
25. Construction Fencing	750 L.F.	<u>Six Dollars and Zero Cents</u> \$6.00	<u>\$ 4,500.00</u>

**TOTAL OF BID ITEMS (1-25)**

\$ 636,223.93

\$ Six Hundred Thirty Six Thousand Two Hundred Twenty Three Dollars and Ninety Three Cents  
**(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 Cook and Son Inc Attest: SEAL (if Bid is by a Corporation)  
Signature Kath [Signature]

Title Owner / Managing member  
Address 60146 Seminole Rd.  
Smithville MS 38870

**MITCHELL ROAD CROSSDRAINS  
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 21st day of December, 2023.

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:

**MITCHELL ROAD CROSSDRAINS**



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.

  
(Principal) Cook & Son, LLC (L.S.)  
  
(Surety) The Gray Casualty & Surety Company

By: Kyle Chandler IV, Attorney in Fact

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:** Mitchell Road Crossdrains

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, Cecil R. Vaughn, Chris Rhett, Jr. Brandt C. Galloway, and Steve Swendenburg 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 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive 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 4<sup>th</sup> day of November, 2022.

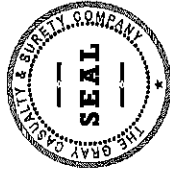


*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*CP*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> 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*

Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Mangumo, Secretary of The Gray Insurance Company, do hereby certify that the above and foregoing 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 21<sup>st</sup> day of December, 2023

*Mark Mangumo*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and foregoing 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 21<sup>st</sup> day of December, 2023

*Leigh Anne Henican*

