

Proposal From:

J.M. Duncan INC.

P.O. Box 1355

Ripley, MS 38663

Bid For:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

City of Tupelo, Mississippi

Bid #2026-039PW

Proposal To:

City of Tupelo

City Hall

71 East Troy Street, 1st Floor Purchasing Office

Attn: Kim Hanna

Tupelo, MS 38801

Proposal Date:

September 29th, 2026 @ 10:00 AM

C.O.R. #:

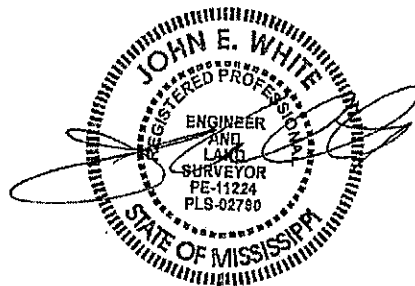
16029-MC

ESI PROJECT NO.:
T16-305D

DATE:
August 2026

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION

FOR THE
CITY OF TUPELO, MISSISSIPPI
(BID # 2026-039PW)



**CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (2026-039PW)

Proposal of J. M. Duncan, Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as a corporation.*

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION 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 120 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:

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

**CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCHEZ TRACE INTERSECTION 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 – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	<u>Fifty Thousand</u> <u>Dollars</u> <u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
2.	Removal of Pipe, All Sizes	8 L.F.	<u>Fifty Dollars</u> <u>\$50.00</u>	<u>\$ 400.00</u>
3.	Removal of Fence	50 L.F.	<u>Twenty Dollars</u> <u>\$20.00</u>	<u>\$ 1,000.00</u>
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	<u>Twenty Five</u> <u>Dollars</u> <u>\$25.00</u>	<u>\$ 81,250.00</u>
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	<u>Thirty Five</u> <u>Dollars</u> <u>\$ 35.00</u>	<u>\$ 35,000.00</u>
6.	Watering	5 K Gal.	<u>Fifty Dollars</u> <u>\$50.00</u>	<u>\$ 250.00</u>
7.	Mowing	1 Acre	<u>Five Hundred</u> <u>Fifty Dollars</u> <u>\$ 550.00</u>	<u>\$ 550.00</u>
8.	Grassing	1 Acre	<u>Four Thousand</u> <u>Dollars</u> <u>\$ 4,000.00</u>	<u>\$ 4,000.00</u>
9.	Agricultural Limestone	3 Ton	<u>Three Hundred</u> <u>Dollars</u> <u>\$ 300.00</u>	<u>\$ 900.00</u>

10.	Mulch, Vegetative Mulch	3 Ton	Three Hundred Dollars \$300.00	\$ 900.00
11.	Temporary Grassing	1 Acre	Three Thousand Dollars \$3,000.00	\$ 3,000.00
12.	Temporary Silt Fence	1,250 L.F.	Five Dollars \$5.00	\$ 6,250.00
13.	Wattles, 20"	120 L.F.	Fifteen Dollars \$15.00	\$ 1,800.00
14.	Rip Rap for Erosion Control	20 Ton	One Hundred Dollars \$100.00	\$ 2,000.00
15.	Select Borrow (PM)	3,350 C.Y.	Thirty Five Dollars \$35.00	\$ 117,250.00
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	Eighty Dollars \$80.00	\$ 20,000.00
17.	Granular Material (Crushed Stone)	555 C.Y.	One Hundred Twenty Dollars \$120.00	\$ 66,600.00
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	Two Hundred Ten Dollars \$210.00	\$ 44,310.00
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	Two hundred Dollars \$200.00	\$ 42,200.00
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	Two Hundred Twenty Dollars \$220.00	\$ 34,760.00
21.	15" HDPE Pipe	100 L.F.	Seventy Dollars \$70.00	\$ 7,000.00
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	One Thousand Eight Hundred Dollars \$1,800.00	\$ 7,200.00
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	One hundred Thirty Dollars \$130.00	\$ 8,320.00

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	<u>Two Thousand and Four Hundred Dollars</u> <u>\$ 2,400.00</u>	\$ <u>4,800.00</u>
25.	Maintenance of Traffic	1 L.S.	<u>Ten Thousand Dollars</u> <u>\$ 10,000.00</u>	\$ <u>10,000.00</u>
26.	Additional Construction Signs	1 S.F.	<u>Ten Dollars</u> <u>\$ 10.00</u>	\$ <u>10.00</u>
27.	Standard Roadside Construction Signs	8 Each	<u>One Hundred Eighty Dollars</u> <u>\$ 180.00</u>	\$ <u>1,440.00</u>
28.	Mobilization	1 L.S.	<u>Fifty Five Thousand</u> <u>\$ 55,000.00</u>	\$ <u>55,000.00</u>
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	<u>Six Dollars and Sixty Cents</u> <u>\$ 6.60</u>	\$ <u>5,610.00</u>
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	<u>Six Dollars and Sixty Cents</u> <u>\$ 6.60</u>	\$ <u>6,270.00</u>
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	<u>Eleven Dollars</u> <u>\$ 11.00</u>	\$ <u>4,015.00</u>
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	<u>Sixteen Dollars and Fifty Cents</u> <u>\$ 16.50</u>	\$ <u>2,153.25</u>
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	<u>Eleven Dollars</u> <u>\$ 11.00</u>	\$ <u>407.00</u>
34.	Barricades, Type III, Single Faced	24 L.F.	<u>Thirty Three Dollars</u> <u>\$ 33.00</u>	\$ <u>792.00</u>
35.	Standard Roadside Signs	9 Each	<u>Five Hundred Fifty Dollars</u> <u>\$ 550.00</u>	\$ <u>4,950.00</u>
36.	Roadway Construction Stakes	1 L.S.	<u>Fifteen Thousand Dollars</u> <u>\$ 15,000.00</u>	\$ <u>15,000.00</u>

Contingency Allowance for Latent Conditions*

\$ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance)

\$ 695,387.²⁵

\$ Six Hundred Ninety Five Thousand, Three Hundred Eighty Seven Dollars
(TOTAL IN WORDS) and Twenty Five Cents

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

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 J.M. Duncan, Inc.

Attest:

Ranell Bayl

SEAL (if Bid is by a Corporation)

Signature [Signature]

Title PRESIDENT

Address P.O. Box 1355

Ripley, MS 38663



**CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, J. M. Duncan, Inc.,
as Principal, and Western 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 29th day of September, 2026.

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:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

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.

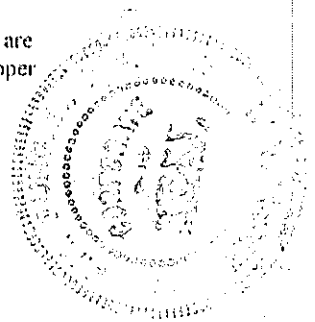
In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By [Signature] J. M. Duncan, Inc.
(Principal) (L.S.)

Western 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.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Harris, Keith W Brown, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Tona J Hunter, Cooper W Permenter, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2026.



WESTERN SURETY COMPANY

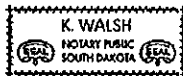
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.