

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

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 McCULLOUGH BOULEVARD IMPROVEMENTS 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 150 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 3/5/24

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

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BID PROPOSAL (# 2024-007PW)

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The BIDDER agrees to perform all WORK for the construction of McCULLOUGH BOULEVARD 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 – McCULLOUGH BOULEVARD IMPROVEMENTS

| <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. | Five Thousand Dollars and Zero Cents \$5,000. ⁰⁰ | \$5,000. ⁰⁰ |
| 2. | Removal of Concrete Pavement | 1022 S.Y. | Twenty Dollars and Zero Cents \$20. ⁰⁰ | \$20,440. ⁰⁰ |
| 3. | Removal of Asphalt Pavement | 318 S.Y. | Twenty Dollars and Zero Cents \$20. ⁰⁰ | \$6,360. ⁰⁰ |
| 4. | Cold Milling of Bituminous Pavement, All Depths | 3,350 S.Y. | Seven Dollars and Ten Cents \$7. ¹⁰ | \$23,785. ⁰⁰ |
| 5. | Removal of Curb and Gutter | 970 L.F. | Twenty Dollars and Zero Cents \$20. ⁰⁰ | \$19,400. ⁰⁰ |
| 6. | Removal of Trees | 2 Each | One Thousand Five Hundred Dollars and Zero Cents \$1,500. ⁰⁰ | \$3,000. ⁰⁰ |
| 7. | Removal of Sign | 1 Each | One Hundred Dollars and Zero Cents \$100. ⁰⁰ | \$100. ⁰⁰ |
| 8. | Granular Material (Crushed Stone) | 200 C.Y. | Seventy Five Dollars and Zero Cents \$75. ⁰⁰ | \$15,000. ⁰⁰ |
| 9. | Geotextile Fabric | 100 S.Y. | Two Dollars and Fifty Cents \$2. ⁵⁰ | \$250. ⁰⁰ |

| | | | | |
|-----|--|------------|---|--------------------|
| 10. | Hot Mix Asphalt, MT (9.5 mm) | 445 TON | <u>One Hundred Eighty Two Dollars and Zero Cents</u> \$182.00 | <u>\$80,990.00</u> |
| 11. | Select Borrow (PM) | 250 C.Y. | <u>Thirty Dollars and Zero Cents</u> \$30.00 | <u>\$7,500.00</u> |
| 12. | Curb Repair | 380 L.F. | <u>Seventy Three Dollars and Zero Cents</u> \$73.00 | <u>\$27,740.00</u> |
| 13. | Integral Curb | 575 L.F. | <u>Sixty Two Dollars and Zero Cents</u> \$62.00 | <u>\$35,650.00</u> |
| 14. | Combination Curb & Gutter | 60 L.F. | <u>Forty Four Dollars and Zero Cents</u> \$44.00 | <u>\$2,640.00</u> |
| 15. | Slotted Curb | 140 L.F. | <u>Forty Four Dollars and Zero Cents</u> \$44.00 | <u>\$6,160.00</u> |
| 16. | Reinforced Concrete Pavement | 290 S.Y. | <u>Ninety Five Dollars and Zero Cents</u> \$95.00 | <u>\$27,550.00</u> |
| 17. | Island Pavement | 55 S.Y. | <u>One Hundred Ten Dollars and Zero Cents</u> \$110.00 | <u>\$6,050.00</u> |
| 18. | Permanent Erosion Control | 1 L.S. | <u>Five Thousand Dollars and Zero Cents</u> \$5,000.00 | <u>\$5,000.00</u> |
| 19. | Adjustment of Utility Appurtenances | 1 EA. | <u>Three Thousand Five Hundred Dollars and Zero Cents</u> \$3,500.00 | <u>\$3,500.00</u> |
| 20. | Temporary Traffic Stripe, Skip White | 400 L.F. | <u>Zero Dollars and Fifty Cents</u> \$00.50 | <u>\$200.00</u> |
| 21. | Temporary Traffic Stripe, Detail Yellow | 2,760 L.F. | <u>Zero Dollars and Fifty Cents</u> \$00.50 | <u>\$1,380.00</u> |
| 22. | Temporary Traffic Stripe, Detail White | 7,828 L.F. | <u>Zero Dollars and Fifty Cents</u> \$00.50 | <u>\$3,914.00</u> |
| 23. | Temporary Legend White, | 730 S.F. | <u>Two Dollars and Zero Cents</u> \$2.00 | <u>\$1,460.00</u> |

| | | | | |
|-----|--|------------|--|---------------------|
| 24. | 6" Thermoplastic Traffic Stripe, Skip White | 200 L.F. | <u>One dollar and</u> <u>Fifty Cents</u> <u>\$ 1.50</u> | <u>\$ 300.00</u> |
| 25. | 6" Thermoplastic Traffic Stripe, Detail Yellow | 1,380 L.F. | <u>Three Dollars and</u> <u>Zero Cents</u> <u>\$ 3.00</u> | <u>\$ 4,140.00</u> |
| 26. | 6" Thermoplastic Traffic Stripe, Detail White | 3,914 L.F. | <u>Three Dollars and</u> <u>Zero Cents</u> <u>\$ 3.00</u> | <u>\$ 11,742.00</u> |
| 27. | Thermoplastic Legend, White | 515 S.F. | <u>Two Dollars and</u> <u>Zero Cents</u> <u>\$ 2.00</u> | <u>\$ 1,030.00</u> |
| 28. | Traffic Signs | 4 EA. | <u>Two Hundred Fifty</u> <u>Dollars and Zero cents</u> <u>\$ 250.00</u> | <u>\$ 1,000.00</u> |
| 29. | Maintenance of Traffic | 1 L.S. | <u>Twenty Thousand</u> <u>Dollars and Zero cents</u> <u>\$ 20,000.00</u> | <u>\$ 20,000.00</u> |
| 30. | Additional Construction Signs | 1 Each | <u>Ten Dollars and</u> <u>Zero Cents</u> <u>\$ 10.00</u> | <u>\$ 10.00</u> |
| 31. | Standard Roadside Construction Signs | 12 Each | <u>Two Hundred Fifty</u> <u>Dollars and Zero cents</u> <u>\$ 250.00</u> | <u>\$ 3,000.00</u> |
| 32. | Barricades, Type III Double Faced | 72 L.F. | <u>Thirty Dollars</u> <u>and Zero Cents</u> <u>\$ 30.00</u> | <u>\$ 2,160.00</u> |
| 33. | Mobilization | 1 L.S. | <u>Seventy Eight Thousand</u> <u>Two Hundred Eighteen</u> <u>Dollars and Seventy Nine</u> <u>\$ 78,218.79 cents</u> | <u>\$ 78,218.79</u> |

TOTAL OF BID ITEMS (1-33)

\$424,669.79


\$ Four Hundred Twenty Four Thousand Six Hundred Sixty Nine Dollars and Seventy Nine 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, LLC Attest: _____
Signature  SEAL (if Bid is by a Corporation)
Title Owner / Managing Member
Address 60146 Seminole Rd.
Smithville, MS. 38870

**McCULLOUGH BOULEVARD IMPROVEMENTS
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 March, 2024.

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:

McCULLOUGH BOULEVARD IMPROVEMENTS

Now, therefore,

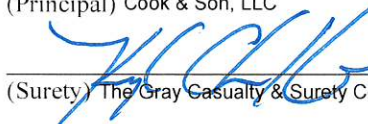
- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, 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.

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


(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: McCullough Boulevard Improvements

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 March, 2024.

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 March, 2024.

Leigh Anne Henican

