

PROPOSAL

Proposal of Cook and Son, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of MS doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"HOLLY HILL AREA DRAINAGE IMPROVEMENTS"

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, that this BID has been developed 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 to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **60** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

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 any 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 Plans, 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 after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended 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

(\$ 18,227.73) and hereby agree 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 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 address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

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 the 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 additive 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 Orders.

BID FORM - BID NO. 2024-022PW
CITY OF TUPELO, MISSISSIPPI
HOLLY HILL AREA DRAINAGE IMPROVEMENTS
APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$39,100. ⁶³	\$39,100. ⁶³
2	CLEARING & GRUBBING	LS	1	\$2,000. ⁰⁰	\$2,000. ⁰⁰
3	REMOVAL OF EXISTING TREE	EA	2	\$2,000. ⁰⁰	\$4,000. ⁰⁰
4	REMOVE & REPLACEMENT OF EXISTING WOOD FENCE	LF	190	\$50. ⁰⁰	\$9,500. ⁰⁰
5	REMOVAL OF EXISTING GRATE INLET	EA	5	\$2,000. ⁰⁰	\$10,000. ⁰⁰
6	REMOVAL OF EXISTING CURB INLET	EA	1	\$2,000. ⁰⁰	\$2,000. ⁰⁰
7	REMOVAL OF EXISTING CONCRETE JUNCTION BOX	EA	1	\$2,000. ⁰⁰	\$2,000. ⁰⁰
8	REMOVAL OF BRICK HEADWALL	EA	1	\$2,000. ⁰⁰	\$2,000. ⁰⁰
9	REMOVAL OF 15" RCP	LF	20	\$25. ⁰⁰	\$500. ⁰⁰
10	REMOVAL OF 18" RCP	LF	50	\$25. ⁰⁰	\$1,250. ⁰⁰
11	REMOVAL OF 24" CMP	LF	134	\$25. ⁰⁰	\$3,350. ⁰⁰
12	REMOVAL OF 24" RCP	LF	112	\$25. ⁰⁰	\$2,800. ⁰⁰
13	REMOVAL OF 36" CMP	LF	112	\$25. ⁰⁰	\$2,800. ⁰⁰
14	REMOVAL OF 42" CMP	LF	194	\$25. ⁰⁰	\$4,850. ⁰⁰
15	REMOVAL OF 48" RCP	LF	230	\$25. ⁰⁰	\$5,750. ⁰⁰
16	CRUSHED STONE BASE MATERIAL	TON	190	\$90. ⁰⁰	\$17,100. ⁰⁰
17	BORROW EXCAVATION	CY	115	\$50. ⁰⁰	\$5,750. ⁰⁰
18	EXCESS EXCAVATION	CY	10	\$100. ⁰⁰	\$1,000. ⁰⁰
19	18" HDPE DRAINAGE PIPE	LF	16	\$45. ⁰⁰	\$720. ⁰⁰
20	24" HDPE DRAINAGE PIPE	LF	290	\$54. ⁰⁰	\$15,660. ⁰⁰
21	36" HDPE DRAINAGE PIPE	LF	112	\$73. ⁰⁰	\$8,176. ⁰⁰
22	42" HDPE DRAINAGE PIPE	LF	348	\$86. ⁰⁰	\$29,928. ⁰⁰
23	48" HDPE DRAINAGE PIPE	LF	230	\$100. ⁰⁰	\$23,000. ⁰⁰
24	18" REINFORCED CONCRETE FLARED END SECTION	EA	1	\$850. ⁰⁰	\$850. ⁰⁰
25	48" REINFORCED CONCRETE FLARED END SECTION	EA	1	\$2,500. ⁰⁰	\$2,500. ⁰⁰
26	4' X 3' REINFORCED CONCRETE GRATE INLET	EA	3	\$5,500. ⁰⁰	\$16,500. ⁰⁰
27	6' X 3' REINFORCED CONCRETE GRATE INLET	EA	4	\$5,500. ⁰⁰	\$22,000. ⁰⁰
28	REINFORCED CONCRETE CURB INLET	EA	1	\$5,500. ⁰⁰	\$5,500. ⁰⁰
29	CONCRETE, FLOWABLE FILL	CY	42	\$250. ⁰⁰	\$10,500. ⁰⁰

**BID FORM - BID NO. 2024-022PW
CITY OF TUPELO, MISSISSIPPI
HOLLY HILL AREA DRAINAGE IMPROVEMENTS
APRIL 2024**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
30	CONCRETE, CLASS B	CY	5	\$2,500.00	\$12,500.00
31	CONNECT TO EXISTING PIPES	EA	6	\$1,500.00	\$9,000.00
32	SOLID SODDING	SY	2890	\$5.00	\$14,450.00
33	LANDSCAPING	LS	1	\$10,000.00	\$10,000.00
34	TEMPORARY POWER POLE & ELECTRICAL SERVICE	EA	3	\$1,670.00	\$5,010.00
35	TEMPORARY POWER POLE SUPPORT	EA	3	\$1,670.00	\$5,010.00
36	TEMPORARY FENCING / BARRIER	LS	1	\$2,500.00	\$2,500.00
37	EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00
38	CONTINGENCY (10%)	LS	1	\$50,000.00	\$50,000.00

TOTAL

\$364,554.63

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY 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 CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Cook and Son, LLC
(PLEASE PRINT)

SIGNATURE: *Kenneth M. Cook*

NAME AND TITLE: Kenneth M. Cook Owner/Managing Member
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 60150 Seminole Rd.
Smithville, MS. 38870

PHONE NUMBER: 662-825-2507

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned *Kenneth M. Cook*, hereby certify that I am the Manager of Cook and Son, 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 Kenneth M. Cook who executed the Proposal on behalf of the Company is Owner / Managing Member 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.

Signature *Kenneth M. Cook*

Title Owner / Managing Member



(SEAL)

Sworn before me this 10 day of June, 2024.

Megan M. Riggan, Notary Public

My commission expires 12/19/27

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Monroe

I, *Kath Ryan*
(name of person signing affidavit)

individually, and in my capacity as Owner / Managing Member
(title)

of Cook and Son, LLC
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That Cook and Son, LLC, Bidder on the "HOLLY HILL AREA DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, 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 in connection 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 *Kath Ryan*

Title Owner / Managing Member

(SEAL)
Sworn before me this 10 day of June, 2024.

Megan M. Riggan, Notary Public

My commission expires 12/19/27



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 Monroe

I, 
(name of person signing affidavit)

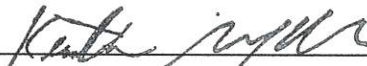
individually, and in my capacity as Owner/Managing Member
(title)

of Cook and Son, LLC
(name of firm, partnership, limited liability company, or corporation.)

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


(a) That Cook and Son, LLC, Bidder on the "HOLLY HILL AREA DRAINAGE IMPROVEMENTS" for **Tupelo, MS** 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 in connection 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 

Title Owner/Managing Member

(SEAL)
Sworn before me this 6 day of June, 2024.

, Notary Public

My commission expires 12/19/27



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Cook & Son, LLC
(Name of Contractor)

60146 Seminole Rd., Smithville, MS 38870
(Address of Contractor)

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

The Gray Casualty & Surety 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 7th day of June
2024. The Condition of the above obligation is such that whereas the Principal has submitted to
TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract
in writing, for the construction of:

"HOLLY HILL AREA DRAINAGE IMPROVEMENTS"

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 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 present to be signed by their officers, the day and year first set forth above.

Kenneth M. Cook

(L.S.)

Kyle Chandler IV

Principal Cook & Son, LLC

Surety The Gray Casualty & Surety Company

Kenneth M. Cook Owner/Managing Member

By:

Kyle Chandler IV, Attorney in Fact

By:

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.

*** END OF SECTION ***

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: NA **Principal:** Cook & Son, LLC
Project: Holly Hill Area Drainage 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 7th day of June, 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 7th day of June, 2024.

Leigh Anne Henican

