

## SECTION 00 4100

## BID PROPOSAL FORM

Project Identification: DESOTO COUNTY SCHOOL DISTRICT  
WALLS ELEMENTARY SCHOOL REROOF PROJECT  
WALLS, MISSISSIPPI

This Bid is Submitted to: DESOTO COUNTY BOARD OF EDUCATION  
5 EAST SOUTH STREET  
HERNANDO, MISSISSIPPI 38632  
ATTN: CORY USELTON

This Bid is Submitted from (Contractor):  
CARROLL'S ROOFING & CONSTRUCTION, LLC

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10036 HIGHWAY 70, LAKELAND TN 38002

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1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - (1) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - (2) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts the determination set forth in the General Conditions.
  - (3) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
  - (4) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

- (5) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (6) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Bidder.
- (7) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### 4. WALLS ELEMENTARY SCHOOL REROOF PROJECT

##### 4A. LUMP SUM BASE BID SHALL INCLUDE THE FOLLOWING UNIT PRICE ALLOWANCES PERTAINING TO WALLS ELEMENTARY SCHOOL REROOF PROJECT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove and Replace Steel Decking	2,000	SF	\$ 28.45	\$ 56,900
2	Remove and Replace Tectum Decking	250	SF	\$ 26.38	\$ 6,595
3	Remove and Replace Rigid Roofing Insulation	250	BF	\$ 5.95	\$ 1,487.50
4	Remove and Replace Nailers/Blocking	1,000	BF	\$ 6.65	\$ 6,650

##### TOTAL BID PRICE FOR UNIT PRICE ALLOWANCES INCLUSIVE IN WORDS:

Seventy One Thousand Six hundred thirty two dollars

DOLLARS AND Fifty cents CENTS(\$ 71,632.50).

##### 4B. LUMP SUM BASE BID PRICE SHALL INCLUDE THE FOLLOWING ALLOWANCES PERTAINING TO WALLS ELEMENTARY SCHOOL REROOF PROJEC

1	Contingency Allowance for use according to Owner's Instructions	\$30,000
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4C. LUMP SUM BASE BID FOR WALLS ELEMENTARY SCHOOL REROOF PROJECT: The completed and related work, as indicated on the contract drawings and/or described in the Specifications for the following LUMP SUM BASE BID. The LUMP SUM BASE BID shall include the Total Bid Price for the Unit Price Allowances and the amount listed for Allowances in paragraph 4A and 4B.

Four hundred ninety Eight Thousand Dollars

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DOLLARS AND Zero CENTS(\$ 498,000.00 ).

9. Receipt of the following Addenda is hereby acknowledged: ADDENA 1  
(Insert number of all addenda received; if no addenda received, insert "None".)

10. If awarded this Contract, I, (We), the Bidder, agree to execute a Contract and start Work on a date set to start in a Notice to Proceed which will be issued on or about AUGUST 15, 2022. Substantial Completion shall be achieved on or before APRIL 12th, 2023 (240 Days). Final Completion shall be achieved on or before MAY 12th, 2023, subject to the terms and conditions of the Contract.

Bidder accepts the provisions of the "General Conditions of the Contract for Construction" as to liquidated damages in the event of failure to complete the Work on time. **Liquidated damages are set at \$1,000.00 per calendar day beyond substantial completion and final completion.**

11. The following documents are attached to and made a condition of this Bid:

- (1) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.

12. Communications concerning this Bid shall be addressed to: DERRICK CARROLL

The address of Bidder indicated below.

The following address:

10036 HIGHWAY 70, LAKELAND TN 38002

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13. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on July 26, 2022.

If Bidder is:

An Individual:

DERRICK CARROLL (Individual's Name)

 (SEAL)  
(Individual's Signature)

doing business as:

CARROLL'S ROOFING & CONSTRUCTION, LLC

Business address:

10036 HIGHWAY 70, LAKELAND TN 38002

Phone No.: 901-687-3144

A Partnership:

\_\_\_\_\_  
(Firm Name) (SEAL)

By: \_\_\_\_\_  
(Signature of General Partner)

Business address \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation:

\_\_\_\_\_  
Name) \_\_\_\_\_ (Corporation

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of person authorized to sign) (Corporate Seal)

Attest:  
\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(State of Incorporation)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Joint Venture:

\_\_\_\_\_  
(Joint Venture) \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of Joint Venturer)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Signature of Joint Venturer)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION



AIA Document A310

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that **Carroll's Roofing & Construction, LLC**

as Principal, hereinafter called the Principal, and **The Gray Casualty & Surety Company**

a corporation duly organized under the laws of the State of **Louisiana**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Desoto County School District, 5 East South Street, Hernando, MS 38632**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of amount bid**

Dollars(\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Walls Elementary School Reroof Project, Walls, MS – Job No. 63208**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26th** day of **July**, **2022**.

*Cathy Fulk*  
(Witness)

*Carroll's Roofing & Construction, LLC*  
(Principal) (Seal)

*MANAGING MEMBER*  
(Title)

*Janice McCoy*  
(Witness)  
**Janice McCoy**

*The Gray Casualty & Surety Company*  
(Surety) (Seal)

*Cooper W. Permenter*  
(Title)

**Cooper W. Permenter, Attorney-in-fact**

MS Resident Agent



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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond                      **Principal:** Carroll's Roofing & Construction, LLC  
**Project:** Walls Elementary School Reroof Project, Job No. 63208

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: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, W.W. Jones II, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee 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 \$15,000,000.00.

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, 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 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*CSP*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana  
ss:  
Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, 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 26<sup>th</sup> day of July, 2022.

*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 26<sup>th</sup> day of July, 2022.

*Leigh Anne Henican*

