

SECTION 00 4100

BID PROPOSAL FORM

Project Identification: DESOTO COUNTY SCHOOL DISTRICT
OLIVE BRANCH HIGH SCHOOL REROOF
DESOTO COUNTY, 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):

Central Metal Buildings, Inc.

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. OLIVE BRANCH HIGH SCHOOL

4A. LUMP SUM BASE BID SHALL INCLUDE THE FOLLOWING UNIT PRICE ALLOWANCES PERTAINING TO OLIVE BRANCH HIGH SCHOOL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Decking	10,000	SF	\$3.78	\$9,450.00
2	Nailers/Blocking	15,000	BF	\$4.32	\$12,960.00

TOTAL BID PRICE FOR UNIT PRICE ALLOWANCES INCLUSIVE IN WORDS:

Twenty Two Thousand Four Hundred Ten

DOLLARS AND Zero CENTS(\$22,410.00).

4B. LUMP SUM BASE BID PRICE SHALL INCLUDE THE FOLLOWING ALLOWANCES PERTAINING TO OLIVE BRANCH HIGH SCHOOL

1	Contingency Allowance for use according to Owner's Instructions	\$75,000
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4C. LUMP SUM BASE BID FOR OLIVE BRANCH HIGH SCHOOL: 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.

Two Million five hundred sixty nine thousand one hundred

DOLLARS AND Zero CENTS(\$ 2,569,100.00).

9. Receipt of the following Addenda is hereby acknowledged: 4
(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 MAY 22, 2020. Substantial Completion shall be achieved on or before NOVEMBER 20, 2020. Final Completion shall be achieved on or before DECEMBER 18, 2020, 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:

The address of Bidder indicated below.

The following address:

106 Diane Drive

Richland, MS 39218

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 March 31, 2020.

If Bidder is:

An Individual:

N/A (Individual's
Name)

N/A (SEAL)
(Individual's Signature)

doing business as:

N/A

Business address:

N/A

Phone No.: N/A

A Partnership:

N/A (SEAL)
(Firm Name)

By: N/A
(Signature of General Partner)

Business address N/A

Phone No.: N/A

A Corporation:

Central Metal Buildings, Inc. (Corporation
Name)

By: Ken Park Title: President
(Signature of person authorized to sign) (Corporate Seal)

Attest:

Suzanne McCar (Secretary)

Mississippi
(State of Incorporation)

Business address: 106 Diane Drive
Richland, MS 39218

Phone No.: 601-936-3825

A Joint Venture:

N/A (SEAL)
(Joint Venture)

By: N/A
(Signature of Joint Venturer)

N/A (Address)

By: N/A
(Signature of Joint Venturer)

N/A (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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Central Metal Buildings, Inc.
106 Diane Drive
Richland, MS 39218

OWNER:

(Name, legal status and address)

Desoto County School District
5 East South Street
Hernando, MS 38632

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962
Mailing Address for Notices

305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Olive Branch High School Roof Replacement, Desoto County Schools, Hernando, MS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2020.

Suzanne McCa
(Witness)

Central Metal Buildings, Inc.

(Principal)

(Seal)

By: Ken Parker, President
(Title)

United States Fire Insurance Company

(Surety)

(Seal)

By: Peggy L Jackson
(Title) Peggy L Jackson, Attorney-in-Fact

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Peggy L Jackson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Central Metal Buildings, Inc.

Obligee: Desoto County School District

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA

NOTARY PUBLIC STATE OF NEW JERSEY

NO. 2163686

MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 31st day of March, 2020.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President