

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH4556

KNOW ALL MEN BY THESE PRESENTS, that we

**ADVANTAGE ROOFING & CONSTRUCTION OF LOUISIANA, INC., 440 Silmon Road,  
Downsville, LA 71234**

as Principal, hereinafter called the Principal, and

**Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004**

a corporation duly organized under the laws of the Commonwealth of Pennsylvania 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 Obligee, in the sum of

**Five Percent of the Greatest Amount Bid Dollars ( 5.00% ).**

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 Job #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.

**LOUISIANA, INC.**

*Shirley Bryan*  
(Witness)

*Dennis Rangel*  
(Witness)

**ADVANTAGE ROOFING & CONSTRUCTION OF**

(Principal)

(Seal)

*Jay Stroup*  
(Title)

**Philadelphia Indemnity Insurance Company**

(Surety)

(Seal)

*Fred A. Thetford, IV*  
Fred A. Thetford, IV, ATTORNEY-IN-FACT

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young, and/or Fred A. Thetford IV of Contract Bond Agency, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:**

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER  
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5<sup>TH</sup> DAY OF MARCH, 2021.



(Seal)

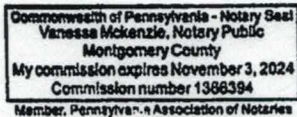
*John Glomb*

**John Glomb, President & CEO**  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of July, 2022



*Edward Sayago*

**Edward Sayago, Corporate Secretary**  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



## IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the Surety's toll free telephone  
number for information or to make a  
complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity  
Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

You may contact the Texas Department of  
Insurance to obtain information on  
companies, coverage, rights or complaints  
at:

**1-800-252-3439.**

You may write the Texas Department of  
Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should  
you have a dispute concerning your  
premium or about a claim, you should  
contact the Surety first. If the dispute is not  
resolved, you may contact the Texas  
Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does  
not become a part or condition of the  
attached document.

## ADVISO IMPORTANTE

Para obtener informacion o para someter una  
queja: Usted puede llamar al numero de  
telefono gratis de para informacion o para  
someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia  
Indemnity Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener informacion  
acerca de companias, coberturas, derechos  
o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O  
RECLAMOS:** Si tiene una disputa  
concerniente a su prima o a un reclamo,  
debe comunicarse con el Surety primero. Si  
no se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este  
aviso es solo para proposito de informacion  
y no se convierte en parte o condicion del  
documento adjunto.



## 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):

Advantage Roofing & Construction of LA., Inc.

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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	\$ 7.50	\$15,000.00
2	Remove and Replace Tectum Decking	250	SF	\$ 16.00	\$ 4,000.00
3	Remove and Replace Rigid Roofing Insulation	250	BF	\$ 2.00	\$ 500.00
4	Remove and Replace Nailers/Blocking	1,000	BF	\$ 3.65	\$ 3,650.00

TOTAL BID PRICE FOR UNIT PRICE ALLOWANCES INCLUSIVE IN WORDS:

Twenty-Three Thousand One Hundred Fifty Dollars

DOLLARS AND Zero CENTS(\$ 23,150.00 ).

##### **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.

Six Hundred Thirty-Two Thousand Three Hundred Forty-Four

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DOLLARS AND Zero CENTS(\$ 632,344.00 ).

9. Receipt of the following Addenda is hereby acknowledged: 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:

The address of Bidder indicated below.

The following address:

Po Box 278, Downsville, LA. 71234

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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 7/26, 20 22.

If Bidder is:

An Individual:

\_\_\_\_\_  
(Individual's Name)

\_\_\_\_\_  
(Individual's Signature) (SEAL)

doing business as:

\_\_\_\_\_

Business address:

\_\_\_\_\_

\_\_\_\_\_

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

A Partnership:

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

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

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

\_\_\_\_\_

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

A Corporation:

Advantage Roofing &amp; Construction of LA., Inc.

\_\_\_\_\_  
(Corporation Name)By: [Signature] Title: President  
(Signature of person authorized to sign) (Corporate Seal)

Attest:

[Signature]  
(Secretary)  
Louisiana

(State of Incorporation)

Business address: PO Box 278, Downs ville, LA. 71234Phone No.: 318-982-5075A 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



§2225. Preference in letting contracts for public work

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity. Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2; Acts 2014, No. 759, §1.

72-753-10-1-1-000 Rev. 04/10

DEPARTMENT OF REVENUE

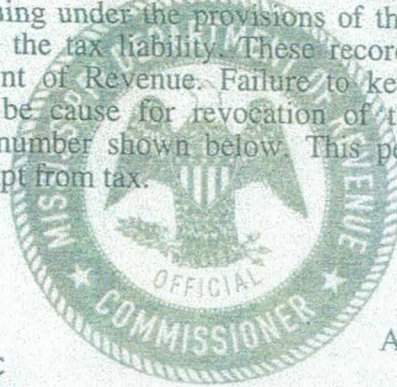
JACKSON, MISSISSIPPI

# State of Mississippi

NOT TRANSFERABLE

PERMIT TO ENGAGE IN BUSINESS OF PERFORMING CONTRACTS  
TAXABLE UNDER THE SALES TAX LAW

This permit is issued as provided by Section 27-65-27, Mississippi Code of 1972, upon condition that the holder shall pay all taxes accruing under the provisions of this act and shall keep adequate records, as may be necessary to determine the tax liability. These records shall be open for inspection by any authorized agent of the Department of Revenue. Failure to keep such records and to pay the sales tax due under this chapter shall be cause for revocation of this permit. Please make all sales tax reports in the name and account number shown below. This permit does not authorize the holder to purchase materials or services exempt from tax.



Issued to: ADVANTAGE ROOFING &  
CONSTRUCTION OF LA INC  
ADVANTAGE ROOFING CONST  
P O BOX 278  
SOWNSVILLE ,LA 71234

Account No.: 083C-79813-2

Date Issued: 03/02/11

By: J. ED MORGAN , COMMISSIONER

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi