

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Industrial Roofing & Construction, LLC
1128 Highway 2
Sterlington, LA 71280

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc
6700 Westown Pkwy.
West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

Desoto County School District

BOND AMOUNT: \$ Five Percent of Bid Amount----(5%)

PROJECT:

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

Olive Branch High School Roof Replacement

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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Signed and sealed this 31st day of March, 2020


(Witness)


(Witness)

Industrial Roofing & Construction, LLC
(Contractor as Principal) (Seal)

Owner 
(Title)

Merchants National Bonding, Inc
(Surety) (Seal)


(Title) Cynthia L. Trickey, Attorney-in-Fact

Countersigned by:


Robert D. Perrett, Mississippi Resident Agent



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cynthia L Trickey; James R Ramsay; Nick W Peters; Pamela K Hays; William H Griffin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

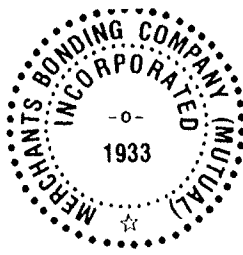
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of April, 2017.



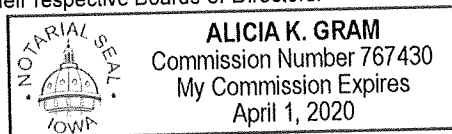
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 20th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

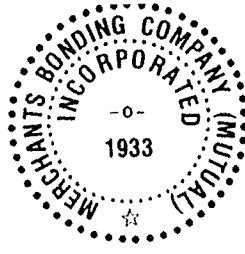


Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of March, 2020.



William Warner Jr.
Secretary

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):

Industrial Roofing and Construction LLC

1128 Hwy 2

Sterlington, LA 71280

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	2,500	SF	\$ 5.18	\$ 12,950.00
2	Nailers/Blocking	3,000	BF	\$	\$ 46,050.00

TOTAL BID PRICE FOR UNIT PRICE ALLOWANCES INCLUSIVE IN WORDS:
Fifty Nine Thousand

DOLLARS AND zero CENTS(\$ 59,000.00).

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 Seventy One Thousand Six Hundred Forty

DOLLARS AND zero CENTS(\$ 2,071,640.00).

9. Receipt of the following Addenda is hereby acknowledged: 1,2,3,4
(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 at the beginning of APRIL 2020. On-site work can begin on MAY 22, 2020 (last day of school). Substantial Completion shall be achieved on or before JANUARY 15, 2021. Final Completion shall be achieved on or before FEBRUARY 12, 2021, 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:

Industrial Roofing and Construction LLC. 1128 Hwy 2, Sterlington, LA 71280

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 _____, 20____.

If Bidder is:

An Individual:

(Individual's Name)

(Individual's Signature) (SEAL)

doing business as:

Business address:

Phone No.: _____

A Partnership:

(Firm Name) (SEAL)

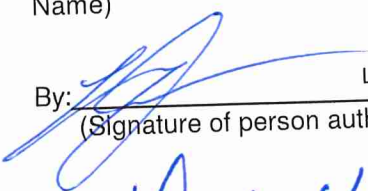
By: _____
(Signature of General Partner)

Business address _____

Phone No.: _____

A Corporation:

Industrial Roofing and Construction LLC _____ (Corporation
Name)

By:  _____ Larry Courson Title: Owner _____
(Signature of person authorized to sign) (Corporate Seal)

Attest:  _____ Linda Knoles _____ (Secretary)

Louisiana _____
(State of Incorporation)

Business address: 1128 Hwy 2, Sterlington, LA 71280 _____

Phone No.: 318-665-0483 _____

A Joint Venture:

_____ (SEAL)
(Joint Venture)

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

RS 38:2225

§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.


RESOLUTION OF THE BOARD OF DIRECTORS
MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
INDUSTRIAL ROOFING AND CONSTRUCTION, LLC
AT STERLINGTON, LA

ON THE 2nd DAY OF JANUARY 2017 AT 10:00 A.M.

Be it resolved that Larry Courson, Member of the Limited Liability Company, 1128 Highway 2, Sterlington, LA 71280 has purchased Victor Burke's LLC Membership interest, hereby authorizing and empowering him as the sole owner of this Company to borrow money, sign checks, sign bids and proposals, and conduct any and all financial transactions of the Company.

We, Larry Courson, Member, and Victor Burke, Member, do certify the above and foregoing to be a true and correct copy of the minutes of the meeting of the Board of Directors of said Company, duly and legally called, convened and held at 1128 Highway 2, Sterlington, LA 71280 on January 2, 2017 whereat a quorum of the members were present and that the same has not been revoked or rescinded.

Witness my signature this 2nd day of January, 2017 at Sterlington, LA.



Larry Courson, Member



Victor Burke



NOTARY PUBLIC

