

BID PROPOSAL FOR:

CITY OF YAZOO CITY, MS
YAZOO CITY HALL-EXTERIOR IMPROVEMENTS
128 EAST JEFFERSON STREET
YAZOO CITY, MS 39194

BID DATE: FEBRUARY 25, 2019

BID TIME: 1:00 P.M.

CERTIFICATE OF RESP: # 01062-MC

PROPOSAL FORM

SECTION 00300

TO: Owner

RE:

Project #:	2016-019
Project Title:	YAZOO CITY HALL EXTERIOR IMPROVEMENTS CITY OF YAZOO CITY
Location:	128 EAST JEFFERSON STREET YAZOO CITY, MISSISSIPPI 391694

I propose to complete all work in accordance with the Project Manual and Drawings within consecutive calendar days for the sum of: **160**

BASE BID:

EXTERIOR SHELL IMPROVEMENTS
Two hundred forty-five thousand, eight hundred sixty-five and no/100 (\$ 245,865.00)

ALTERNATES:

Alternate #1	(X) Adds	() Deducts	
Description:	1. AT EAST ELEVATION GC TO REPLACE MISSING MTL TRIM AT SECOND FLOOR ABOVE FIREHOUSE OVERHEAD DOORS. NEW TRIM TO MATCH PROFILE OF EXISTING. GC TO REPAIR AND REPLACE EXISTING THRU-WALL WOOD SUPPORTS. GC TO SAND AND PAINT ALL TRIM AT SECOND FLOOR TO MATCH PERIMETER ROOF TRIM.		
			Thirty-nine thousand, nine hundred sixty-five and no/100 Add/Subtract \$ 39,965.00

ADDENDA ACKNOWLEDGMENT:

No.	1	Date:	1/18/19
No.	2	Date:	2/14/19
No.	N/A	Date:	N/A

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted:



Signature:	<i>Chris C. Cooper</i>	Date:	2/25/19
Name & Title:	Chris Cooper		President
Name of Business:	Mandal's, Inc.		
Address:	P.O. Box 6188		
City/State/Zip Code:	Gulfport, MS 39506		

Certificate of Responsibility Number(s):	01062-MC
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 **AIA[®] Document A310[™] – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Mandal's, Inc.
4002 Hewes Avenue
Gulfport, MS 39507

SURETY:*(Name, legal status and principal place of business)*

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

OWNER:*(Name, legal status and address)*

City of Yazoo City
128 East Jefferson St.
Yazoo City, MS 39194

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: Five Percent (5%) of the Amount Bid-----

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

Yazoo City Hall-Exterior Improvements(Re-Bid)

Yazoo City, MS

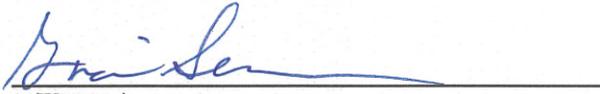
Project Number: CHPG#2016-019

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 **25th** day of **February**, 2019


(Witness)

Mandal's, Inc.
(Contractor as Principal) (Seal)

(Title) Chris L. Cooper, President




(Witness)

U.S. Specialty Insurance Company
(Surety) (Seal)

(Title) Lisa R. Butler, Attorney-In-Fact
MS Resident Agent



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John B. Sneed, Joseph Russell Beattie, Lisa R. Butler, Patrick Thomas Mason

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25 day of February, 2019.

Corporate Seals

Bond No. n/a

Agency No. 10631



Kio Lo, Assistant Secretary