

### SECTION 3: BIDDING FORMS

#### **BID FORM**

PLACE: Pearl, MISSISSIPPI

DATE: December 9, 2020

#### **CITY OF PEARL PARKS AND RECREATION-PHASE 3**

Bid of Chalk Construction, LLC

(hereinafter called "BIDDER") organized and existing under the laws of the State of Mississippi  
doing business as a \_\_\_\_\_.\* (\* Insert "a Corporation", "a Partnership" or "an  
Individual" as applicable.)

TO:     ATTN: Kelly Scouten, City Clerk  
              2420 Old Brandon Road  
              Pearl, MS 39208..... (hereinafter called "OWNER".)

GENTLEMEN:

The BIDDER, in compliance with your Invitation for Bids, having examined the Plans and Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and to construct the Project in accordance with the Contract Documents within the time set forth therein and at the Lump Sum Price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The BIDDER further understands that the OWNER reserves the right to reject any or all Bids and waive informalities in the Bidding.

The BIDDER agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

In accordance with the requirements of the Plans, Specifications and Contract Documents, Bidder proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Lump Sum Price:

(NOTE: Final amount are to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Lump Sum Price shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work called for.

All erasures, changes or alterations of any kind must be initialed by the Bidder.

## I. BID SUMMARY

**TOTAL BASE BID (LUMP SUM) \$ 365,500.00**

**TOTAL BASE BID IN WORDS:** Three Hundred Sixty Five Thousand, Five

Hundred and no cents \_\_\_\_\_ Dollars

## II. UNIT PRICING

1. Provide Labor, Equipment and Supervision to excavate, remove and dispose of additional unsuitable soils if encountered, per cubic yard, (FM) (\$ 18.00 /CY)
2. Provide Labor, Equipment, Materials and Supervision to deliver, place and compact additional, imported select fill material, per cubic yard (FM) (\$ 21.00 /CY)

**NOTE:** The Bidder must bid all Alternates and provide all requested unit pricing if any. The City of Pearl reserves the right to select any, all, or none of the Alternates; whatever may be to the advantage of the district. The Owner will award the Construction Contract to the lowest and best, responsive Bidder unless the City of Pearl elects to reject all bids.

Upon the receipt of written notice of acceptance of this Bid, the BIDDER will execute the formal Contract (attached) within ten (10) days and deliver the Surety Bonds and Certificates of Insurance as required by the General Conditions.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the Project within 180 consecutive calendar days thereafter as stipulated in the Specifications. BIDDER further agrees to pay as liquidated damages the sum of **Eight Hundred and 00/100 Dollars (\$800.00)** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 17 of the General Conditions.

The BID SECURITY attached in the sum of Five Percent of Bid Amount  
DOLLARS (\$ 5% of Bid Amount)

is to become the property of the City of Pearl in the event the Contract and Contract Bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City of Pearl.

BIDDER acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>11/10/20</u>
<u>2</u>	<u>11/16/20</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Respectfully submitted,

William Chalk

(Contractor) William Chalk

BY: Chalk Construction, LLC

150 Morgan Hill

(Business Address)

Mendenhall, MS 39114

(SEAL - if Bid is by a Corporation)

Attachments:

**BIDDER'S CORPORATE DECLARATION**      N/A

(To be Filled in if BIDDER is a Corporation)

DATE: \_\_\_\_\_, 20\_\_

Our Corporation is charted under the laws of the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Treasurer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address



## BID BOND

ALL MEN BY THESE PRESENTS, that we, undersigned, Chalk Construction, LLC  
150 Morgan Hill, Mendenhall, MS 39114 as Principal, and United States Fire Insurance Company  
305 Madison Avenue, Morristown, NJ 07962 as Surety, are hereby held and firmly bound unto the  
City or Pearl as OWNER, in the penal sum of Five Percent of Bid Amount  
 Dollars, (\$ 5% of Bid Amount ) for the  
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors  
 and assigns.

Signed, this 9th day of December, 2020.

THE CONDITION OF this obligation is such that whereas the Principal has submitted to the OWNER a certain BID, attached hereto and hereby made part hereof to enter into a contract in writing, for the \_\_\_\_\_

Project No. 16475.00 612

City of Pearl Parks and Recreation- Phase 3

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the

time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seal, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

Chalk Construction, LLC

Will Chalk (L.S.)  
Principal

United States Fire Insurance Company

Surety



By: Brody Eric Buckley  
Attorney-in-Fact and Mississippi Resident Agent

Brody Eric Buckley

(Typed Name and Address)

Fisher Brown Bottrell Insurance, Inc.

P.O. Box 1490

Jackson, MS 39215-1490

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

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

02037426320

**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:

*Brody Eric Buckley, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner, Jr.  
Peggy L. Jackson, Stephen Wesley Price, Jr.*

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, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

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.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

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 22<sup>nd</sup> day of August 2019.

**UNITED STATES FIRE INSURANCE COMPANY**



*Anthony R. Slimowicz*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

**Commonwealth of Pennsylvania – Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843**

*Tamara Watkins*

\_\_\_\_\_  
Tamara Watkins

(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.

December 9, 2020

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20

**UNITED STATES FIRE INSURANCE COMPANY**

*Al Wright*

\_\_\_\_\_  
Al Wright, Senior Vice President

