

SECTION 00400 - PROPOSAL FORM

THE PROJECT AND THE PARTIES

TO: Hinds County Human Resource Agency
Fiscal Department of
Attn: Shirley Gibbs
258 Maddox Road
Jackson, Mississippi 39212

Date: March 27, 2025

RE: A Roof Renovation Project for:
West Side Head Start Center
BID # 0225R28319

Prepared by: McElroy Architecture, PLLC/
William L. McElroy AIA, NCARB
4880 McWillie Circle
Jackson, Mississippi 39206

Ladies and Gentlemen:

I/We having carefully examined the Drawings, Specifications and all Addenda issued prior to the bid opening date, having visited the Project site and apprised myself/ourselves of the conditions affecting the work to be performed, and having obtained and correlated any other information deemed necessary by me/us to submit this bid, hereby propose to furnish all services and labor, and all supplies, materials, and equipment required to complete the work at the cost indicated herein below. I/We will not withdraw this bid for forty-five (45) days from the date of the bid opening. If written notice of acceptance of this bid is received by me/us from Hinds County Human Resource Agency within sixty (60) days after the date of the bid opening, I/we shall submit to the Project Administrator, within ten (10) working days after the receipt of such notice, an executed contract and all other documentation required by the bid specifications. I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY HINDS COUNTY HUMAN RESOURCE AGENCY NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN HINDS COUNTY HUMAN RESOURCE AGENCY AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH HINDS COUNTY HUMAN RESOURCE AGENCY AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

Respectfully submitted,

Industrial Roofing & Construction, LLC

1128 Hwy 2, Sterlington, LA 71280

Contractor

Mailing Address


Signature

Street Address

Larry Courson

318-665-0483

Print Name

Business Telephone Number

Owner

318-665-0487

Title

Facsimile Number

19215-MC Certificate of Responsibility Number, If Required

October 12, 2025 Certificate of Responsibility Number Expiration Date

BASE BID

All labor, materials, and equipment to complete the entire Scope of Work (Modified by Addenda as applicable) for the following project:

PLEASE INCLUDE IN YOUR **BASE BID** A CONTINGENCY ALLOWANCE: \$15,000.00

Three Hundred, Thirty-Five Thousand Dollars

(\$335,000.00)

CEMENTITIOUS ROOF DECK – UNIT PRICE

Provide unit price per 32"x96"x2" cementitious roof deck panel removal and replacement. Unit price to include cost of procurement, delivery, removal of existing panel, and installation of new panel.

Seven Hundred Per Panel (\$700.00 Per Panel)

ROOF INSULATION REMOVAL AND REPLACEMENT – UNIT PRICE

Provide unit price per square foot of existing roof insulation removal and replacement beyond scope identified as base bid requirements in project documents. Unit price to include cost of procurement, delivery, removal of existing insulation, and installation of new insulation.

Seven Dollars Per Square foot (\$7.00 PSF)

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five (45) from the bid closing date. If this bid is accepted by Hinds County Human Resource Agency within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Hinds County Human Resource Agency, Mississippi by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the proposed Scope of Work to allow the entire project to be completed within Forty Five (45) calendar days from Notice to Proceed.

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Fifteen (15%) percent overhead and profit on the net cost of our own Work;

Ten Percent (10%) percent on the cost of work done by any Subcontractor.

Acknowledgment of Receipt of Addenda

M3A Architecture, PLLC/
William L. McElroy AIA, NCARB
Copyright 2025©

A Roof Renovation Project for:
West Side Head Start Center
HINDS COUNTY HUMAN RESOURCE AGENCY
Jackson, Mississippi

Contractor shall acknowledge receipt of all addenda issued during the course of this bid process. In addition to acknowledging receipt of addenda, the addenda may require additional information from the Contractor (e.g., additional or modified pricing information), in which case the addenda shall not only be acknowledged below but shall be completed and attached to Contractor's bid at the time of submission. Receipt of the following addenda issued during the course of this bid is hereby acknowledged:

Addenda No. 1 Date: 3/17/2025

Acknowledgement: _____

Addenda No. 2 Date: 3/24/2025

Acknowledgement: _____

BID FORM SIGNATURE(S)

The Corporate Seal of:

(Seal)

(Bidder - print the full name of your firm)

Larry Curson

was hereunto affixed in the presence of:

[Signature] Owner
(Authorized signing officer, Title)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION 00410



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.
P. O. Box 14498
Des Moines, IA 50306

OWNER:

(Name, legal status and address)

Hinds County Human Resource Agency

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

PROJECT:

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

Westside Head Start Center

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 27th day of March, 2025


(Witness)


(Witness)

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


Owner
(Title)

Merchants National Bonding, Inc.
(Surety) (Seal)


(Title) William H. Griffin, Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cole Swede; Elisha Burks; James R Ramsay; Nick W Peters; 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 1st day of April, 2024.



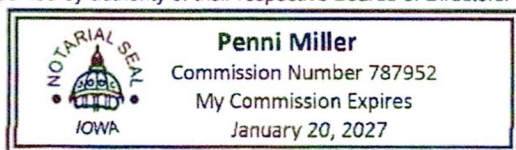
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of April, 2024, 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.



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

[Signature]
Notary Public

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 27th day of March, 2025.



William Warner Jr.
Secretary

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