

## BID FORM

BID DATE: April 30, 2009

BID TIME: 2:00 PM

TO: Franklin Parish School Board  
7293 Prairie Road  
Winnsboro, Louisiana 71295

PROPOSAL FOR: General Maintenance for Fort Necessity Elementary and  
Gilbert Junior High School  
Fort Necessity Elementary Location:  
10630 Hwy. 562 – Fort Necessity, Louisiana  
Gilbert Junior High Location:  
174 First Street – Gilbert, Louisiana  
Franklin Parish School Board

THE BIDDER: Century Construction + Realty, Inc.  
P.O. Box 1366 Tupelo, MS 38802

acknowledges receipt of the following

ADDENDA: No. 1 Dated: 4/27/09 No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

BID SECURITY: Attached in the sum of (5% of Total Base Bid and all Alternates)

is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth, as Liquidated Damages for the delay and additional work caused thereby.

THE BIDDER: hereby declares that he has; a) carefully examined the Bidding Documents, b) a clear understanding of the Bidding Documents, c) not based his bid on any verbal instructions, d) personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of aforereferenced project, all in accordance with the Contract Documents as prepared by:

TBA Studio  
103 Cypress Street  
West Monroe, Louisiana 71291  
and dated April, 2009

BASE BID:

Two million three hundred ninety four  
thousand Dollars (\$ 2,394,000.<sup>00</sup> )

Add alternate # 1-New Bleachers at Gilbert Junior High Gymnasium

thirty two thousand seven hundred  
fifty Dollars (\$ 32,750.<sup>00</sup> )

Add alternate #2- New Windows at Fort Necessity Gymnasium

twenty six thousand five hundred Dollars (\$ 26,500.<sup>00</sup> )

Add alternate #3- New Mechanical System at Fort Necessity Cafeteria

forty three thousand seven hundred fifty Dollars (\$ 43,750.<sup>00</sup> )

COMPLETION TIME: The Bidder hereby agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" by the Owner and to fully complete the project within 240 consecutive calendar days thereafter, or within the time as may be extended as stipulated in the Contract Documents; and in accordance with Section 01010 - Summary of Work - Construction Schedule.

LIQUIDATED DAMAGES: The Bidder hereby also agrees to pay as Liquidated Damages the sum of Eight hundred dollars (\$800.00) for each consecutive calendar day which he work is not complete beginning with the first day beyond the completion time stated above.

AWARD AND EXECUTION OF CONTRACT: If the Bidder is notified of the acceptance of the bid within thirty (30) days of the opening of bids, he agrees to execute a contract for the work accepted, in the Standard Contract Form currently used by the Owner, within ten (10) days after notice from the Owner that the instrument is ready for signature.

If awarded the Contract, the Bidder agrees to execute and deliver to the Owner the "Contract Between Owner and Contractor and Performance and Payment Bond", a copy of which is bound in the Contract Documents.

REJECTION OF BIDS: The bidder understands that the Owner reserves the right to reject any and all bids.

WITHDRAWAL OF BIDS: The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids except in accordance with the Provisions of Act III of 1983. This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

LICENSE CERTIFICATION: The Bidder certifies that he meets all licensing requirements of this State and is duly and currently licensed under R.S. 37: 2151-2163 of the State of Louisiana, and that his Louisiana Contractors License Number is 49158.

NAME OF BIDDER: Century Construction + Realty, Inc.

BY: 

TITLE: Mississippi Vice President

ADDRESS: P.O. Box 1366

Tupelo, MS 38802

DATED: April 30, 2009

NOTE: If bidder is a corporation, write State of Incorporation under signature and if partnership give full names of all partners.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Century Construction and Realty, Inc.  
P O Box 1366, Tupelo, Mississippi 38801

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
Employers Mutual Casualty Company  
P.O. Box 712, Des Moines, Iowa 50306

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto

Franklin Parish School Board  
7293 Prairie Road, Winnsboro, Louisiana 71295

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Amount Bid----- Dollars (\$ ),

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

(Here insert full name, address and description of project)

General Maintenance for Fort Necessity Elementary & Gilbert Junior High School

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 30th day of April, 2009

  
(Witness)

Century Construction and Realty, Inc.

(Principal)

(Seal)

  
Vice President (Title)

Employers Mutual Casualty Company

(Surety)

(Seal)

  
LA Countersigning Agent

Steven P. Thibodeaux

Wright & Percy Insurance

P.O. Box 3809, Baton Rouge, LA 70821

  
Kimberly Barhum (Title) Attorney-In-Fact

Mississippi Resident Agent





P.O. Box 712 • Des Moines, IA 50306-0712

No. 834183

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KIMBERLY BARHUM, DAVID ROBIN FORTENBERRY, MARY J. NORVAL, RICHARD TEB JONES, INDIVIDUALLY, HATTIESBURG, MISSISSIPPI .....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

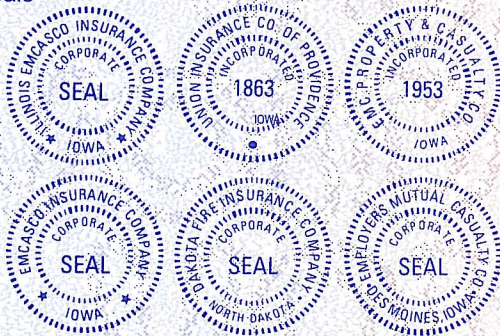
The authority hereby granted shall expire AUGUST 1, 2009 unless sooner revoked.**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 20TH day of AUGUST, 2007.

Seals



*Bruce G. Kelley*  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Jeffrey S. Birdsley*  
 Jeffrey S. Birdsley  
 Assistant Secretary

On this 20TH day of AUGUST, AD 2007 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires September 30, 2009.

*Ruta Krumins*

Notary Public in and for the State of Iowa

**CERTIFICATE**

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on AUGUST 20, 2007 on behalf of Kimberly Barhum, David Robin Fortenberry, Mary J. Norval, Richard Teb Jones are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of April, 2009.

*David L. Hixenbaugh*

Vice-President