

**SECTION 00 42 00 PROPOSAL FORM**

(Submit in Duplicate)

**Bidder's Name:** M&N Construction

**Address:** 499 South Gloster, Ste. F9

Tupelo, MS 38801

**Date:** 4/12/2023

**Project Owner:** City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

**Base Bid:** one million one hundred forty five thousand  
(\$ 1,145,000.00 ).

**Alternate #1 Bid:** one hundred four thousand five hundred  
(\$ 104,500.00 ).

**Alternate #2 Bid:** thirty five thousand eight hundred  
(\$ 35,800.00 ).

**Alternate #3 Bid:** eighty nine thousand  
(\$ 89,000.00 ).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**Liquidated Damages:**

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**Addendum Receipt:**

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>April 7th, 2023</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

**List of Suppliers and Sub-Contractors:**

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

**(complete if a corporation)**

Our Corporation is chartered under the laws of the State of \_\_\_\_\_, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title

**(complete if in if a partnership)**

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

**Notice of Acceptance of Our Bid May Be Delivered To:**

**Company Name:** M&N Construction

**Address:** M&N Construction, 499 South Gloster, Ste. F9, Tupelo, MS 38801

**Email Address:** jared@mnconst.com

**Fax Number:** \_\_\_\_\_

**Signed:** 

**Title:** Owner

**Certificate of Responsibility Number:** 22119-MC



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC

499 South Gloster. Ste. F9, Tupelo, MS 38801

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo Parks and Recreation

Tupelo, MS

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

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 Lee Acres Park, Pickleball Complex, Job #22044.00

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 materials 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 12th day of April, 2023

(Witness)

M & N Construction, LLC

(Principal)

(Seal)

By: [Signature]

(Title)

[Signature]  
(Witness)



The Gray Casualty & Surety Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Michael Addison

(Title)

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY  
GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Michael Addison on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: Bid Bond  
Principal: M & N Construction, LLC  
Obligee: City of Tupelo Parks and Recreation

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.



By:

*Michael T. Gray*  
Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*  
Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of April, 2023.



*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company