

Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2024-053PR
Project Title: Dot Cooper Kelly Building Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

Six Hundred Seventy Thousand Dollars (\$ 670,000⁰⁰)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds () Deducts

Forty Five Thousand Six hundred Dollars (\$ 45,600⁰⁰)

Description: Office 102, Storage 103, Kitchenette 115, Storage 116

All Work including, but not limited to, demolition, finishes, millwork, countertop, plumbing and electrical as provided in the Project Manual and Drawings.

Alternate #2 (X) Adds () Deducts

Forty Three Thousand Five hundred Dollars (\$ 43,500⁰⁰)

Description: Tutoring 113

All Work including, but not limited to, demolition, finishes, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #3 (X) Adds () Deducts

Forty Eight Thousand Dollars (\$ 48,000⁰⁰)

Description: After School Activity Room 110, After School Activity Room 111

All Work including, but not limited to, demolition, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #4 (X) Adds () Deducts

Ten Thousand Four hundred Dollars (\$ 10,400⁰⁰)

Description: Pickleball Lounge 109

All Work including, but not limited to, demolition, exterior windows, installation, and related work as provided in the Project Manual and Drawings.

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Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/16/2024 No. _____ Date _____ No. _____ Date _____
No. 2 Date 9/16/2024 No. _____ Date _____ No. _____ Date _____

Proposed subcontractors (Required)

Mechanical: Kline Mechanical Systems Inc 06688-MC
Plumbing: SS
Electrical: Advanced Electrical Services of Nettleton, Inc 18090-MC

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

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

Signature Joel A. Carroll Date 9-19-24

Name and Title Joel A. Carroll, President

Name of Business Sanderson Construction Company, Inc.

(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 393

City/State/Zip Code Amory, MS 38821

Bidder's Certificate of Responsibility Numbers(s): 01894-MC

End of Section 003000

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sanderson Construction Co., Inc.
3004 Cliff Gookin Blvd
Tupelo, MS 38801

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)

City of Tupelo, Mississippi
71 East Troy St
Tupelo, MS 38804

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 Amount Bid

PROJECT:

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

Dot Cooper Kelly Building Renovation (Lee Acres)
A/E #23013 Bid #2024-053PR

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 19th day of September, 2024


(Witness)

Sanderson Construction Co., Inc.
(Principal) _____ (Seal)


(Title) President


(Witness)

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


(Title) Jerry M. LeCroy, 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,

Charles J LeCroy; Jerry M LeCroy

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.

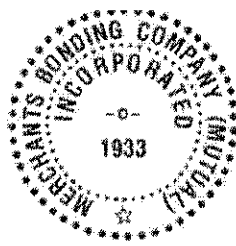
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 3rd day of February, 2024.



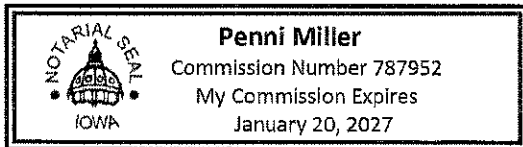
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 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.

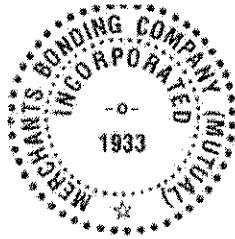


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
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 19th day of September, 2024.



William Warner Jr.
Secretary