

From: Traci Dillard
Sent: Friday, August 20, 2021 2:45 PM
To: Kristeen Rush
Subject: RE: Bid 2021-023PW
Attachments: Sign in Sheet.pdf

There was only one bid and it was electronic.

Thanks,

Traci Dillard
Purchasing/Accounts Payable Manager
City of Tupelo
PO Box 1485
Tupelo, MS 38801
w: 662-841-6456
c: 662-401-6597

From: Kristeen Rush <Kristeen.Rush@tupeloms.gov>
Sent: Friday, August 20, 2021 1:54 PM
To: Traci Dillard <Traci.Dillard@tupeloms.gov>
Subject: RE: Bid 2021-023PW

Were there any other bidders on this project? Bid sign in sheet? Etc.

From: Traci Dillard
Sent: Friday, August 20, 2021 1:37 PM
To: Kristeen Rush <Kristeen.Rush@tupeloms.gov>
Subject: Bid 2021-023PW

Traci Dillard
Purchasing/Accounts Payable Manager
City of Tupelo
PO Box 1485
Tupelo, MS 38801
w: 662-841-6456
c: 662-401-6597

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): A.S. Fornea Construction, LLC
P. O. Box 148
Oxford, MS 38655

SURETY (Name and Address of Principal Place of Business): American Southern Insurance Company
P.O. Box 723030
Atlanta, GA 31139-0030

OWNER (Name and Address): City of Tupelo
71 East Troy Street
Tupelo, MS 38804

BID: Bid Due Date: 8/5/2021
Project (Brief Description Including Location): City Hall Exterior Refurbish Bid #2021-023PW

BOND: Bond Number : Bid Bond
Date: (Not Later than Bid Due Date): 8/5/2021
Penal Sum: Five Percent of Amount of Bid (Words) \$ 5% of Amount of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

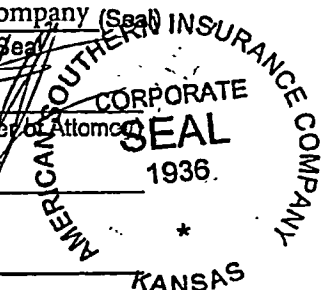
BIDDER:
A.S. Fornea Construction, LLC (Seal)
Bidder's Name and Corporate Seal
By: _____
Signature

Print Name

Title
Attest: _____
Signature

Title

SURETY:
American Southern Insurance Company (Seal)
Surety's Name and Corporate Seal
By: _____
Signature (Attach Power of Attorney)
Scott E. Stoltzner
Print Name
Attorney-in-Fact
Title
Attest: _____
Signature
Megan Lann, Witness
Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Countersigned By: _____
Stephen Wesley Price, Jr.
Resident MS Agent

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue a notice of award agreed to in writing by the Owner and Bidder, provided that the time for issuing notice of award

including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, James A. Mallis of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.


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 signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of February 2021.

Attest:

Melonie A. Coppola, Secretary




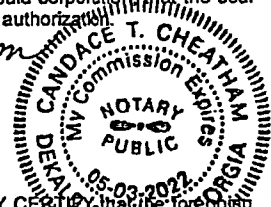
American Southern Insurance Company

Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 25th day of February 2021, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS:
COUNTY OF FULTON



Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires May 3, 2022



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 5th day of August 2021.

Power No. 51514


John R. Huot
Vice President



Tupelo City Hall Exterior Refurbish

BID PROPOSAL

Proposal of AS FORNEA CONSTRUCTION (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **CITY HALL EXTERIOR REFURBISH**.

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 90 consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>N/A</u>	DATE: <u>N/A</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Bid Documents 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 Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the

Tupelo City Hall Exterior Refurbish

BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ 88,000) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

Tupelo City Hall Exterior Refurbish

BID SCHEDULE

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID – CITY HALL EXTERIOR REFURBISH

Item Description	Qty.	Unit	Unit Price	Extension
Clean all exterior surfaces (including but not limited to: Dry-vit, drip edges, metal flashing)	1	LS	12,000	12,000
Re-seal all exterior caulk joints	1	LS	5,000	5,000
Clean, re-seal and re-finish all dry-vit back to original color (Including Window Trim, window seals, Window Headers, Columns, etc.)	1	LS	55,300	55,300
Clean all windows	1	LS	3,500	3,500
Clean and Re-finish all railing at Deck, entrances, and balconies back to original color	1	LS	8,000	8,000
Clean and Re-Finish Dome on Roof (back to original color)	1	LS	4,200	4,200
TOTAL BASE BID AMOUNT			88,000	88,000

CONTRACTOR: AS FORNEA CONSTRUCTION

NAME: Andrew Fornes

TITLE: President

ADDRESS: 1015 N. LAMAR BLV.
OXFORD MS. 38655

CERTIFICATE OF RESPONSIBILITY NUMBER: MC-17370

END OF SECTION

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi Public Works Department will receive bids for:

**CITY HALL EXTERIOR REFURBISH
Bid # 2021-023PW**

until 10:00 o'clock A.M. local time on Thursday, August 5, 2021.

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.**

CITY OF TUPELO, MISSISSIPPI

**BY: s/b Traci Dillard
TRACI DILLARD, City Purchasing Clerk**

Publish Dates: 07/06/2021 and 07/13/2021 in the NE Mississippi Daily Journal.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids: Bids will be received by THE CITY OF TUPELO no later than 2:00 PM Local Time on Thursday, August 5, 2021. Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

2. Bids:

A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures, or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.

B. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.

C. Submit bids in a sealed envelope marked in the lower left-hand corner as follows:
**Bid for construction of: CITY OF TUPELO- CITY HALL EXTERIOR
REFURBISH**

Certificate of Responsibility No. _____.

D. Bids submitted electronically shall be submitted as pdf files at www.tupelomsbids.com.

E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

F. In case of a discrepancy between Unit Price and the Extension, the Unit Price will govern and the Extension, along with the Total Amount of the Proposal will be corrected.

3. Method of Bidding:

A. The bid will consist of a base bid amount in accordance with the totals bid for each item (Unit Price). Bids shall be guaranteed for 60 days from the date of Bid Opening.

B. The CITY OF TUPELO reserves the right to reject any or all bids and to waive any or all informalities.

4. Addenda and Interpretations:

A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the OWNER in writing, who will send a written instruction or interpretation to all known holders of the documents. The OWNER will not be responsible for any oral instructions. Without written notification to the OWNER prior to submission of a bid, the

BIDDER accepts sole responsibility for work items required for completion of the intent of the project.

B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. Certificate of Responsibility Number:

A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.

B. No bids will be accepted, opened, or considered unless the above information is given as specified.

C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER.

6. Bid Security: Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**

7. Liquidated Damages for Failure to Enter into Contract: The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.

8. Security for Faithful Performance: Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.

9. Law and Regulations: The BIDDERS'S attention is directed to the fact that all applicable federal, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

10. Condition of Work: Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

11. Obligation of BIDDER: At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).

12. Time of Completion: BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.

13. Proposal Guarantees: Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.

14. Non-Collusion Affidavit: CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of their bid. **FAILURE TO DO SO MAY DISQUALIFY THEIR BID.**

15. Interpretations: No oral interpretation will be made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents. Only written requests for interpretation of the Drawings and Specifications shall be submitted to the OWNER for a formal decision which will be given in writing to all bid document holders. All questions or requests shall be submitted no later than 4 working days prior to date of the bid.

16. Building Permit: In accordance with The City of Tupelo Building Department, a Building Permit is required however, there will be no assessment of fees for the permit. Contractor is responsible for coordinating with Tupelo's Building Department on all required inspections.

17. Qualifications of BIDDERS: It is the intention of the OWNER to make an award to a BIDDER competent to do the work and who proposes to employ subcontractors also competent to do the work. The OWNER may also make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER will consider the BIDDER's qualifications in evaluating the BID and reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.

18. Qualifications of Subcontractors: Material and Equipment Suppliers:

A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials

or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the OWNER will notify the CONTRACTOR in writing if the OWNER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER to reject any WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.

B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER, unless the OWNER determines that there is good cause for doing so.

C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.

D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.

E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.

a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.

Tupelo City Hall Exterior Refurbish

- b. The OWNER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
- c. If in the opinion of the OWNER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

19. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Supplementary General Conditions, as enclosed herein for the full term of the Contract.

- A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages.
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$1,000,000
 - d. Waiver of Subrogation in favor of the Owner, its employees, and all sub-consultants.
- B. Contractor's General Liability shall include Comprehensive General Liability Insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage with \$2,000,000 aggregate.
- C. Contractor's Protective Liability, covering liability for work sub-let.
- D. Contractual Liability
- E. Coverage of damage due to collapse of our structure injury to any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work or dredging; to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support there of; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other property below the surface of the ground.
- F. Broad form property damage coverage, by endorsement to Comprehensive General Liability.
- G. Products and Completed Operations Coverage, as required, with limits of liability not less than \$1,000,000 and an aggregate limit of \$2,000,000.
- H. Waiver of Subrogation in favor of the Owner, its employees, and all sub-consultants.
- I. Automobile Liability

Tupelo City Hall Exterior Refurbish

- a. Comprehensive Automotive Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include any motor vehicle, whether owned, or non-owned.

J. Additional insureds shall be The City of Tupelo, employees and sub-consultants.

20. Contract Award: Award of Contract, if made, shall be within **60 days** of date of receipt of Bids.

21. Issuance of "Notice to Proceed": If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.

22. Method of Award: At the time the contract is to be awarded, the Lowest Bid (either base or alternates), does not exceed the construction budget for the project, the Award will be made following one of the options below:

1. Reject All Bids
2. Award the contract based on the lowest and best base bid

The owner may cancel the award of the contract at any time prior to execution by all parties. In the event of the cancelation of the contract, the owner shall not be deemed liable by all parties.

23. Pre-Bid: There will be no pre-bid meeting, but a Site visit is highly encouraged prior to the bid deadline.

24. Non-Resident Bidder – Any Non-Resident Bidder shall include a copy of the nonresident contractor's current state contractor preference law or the bid may be rejected.

25. Bid Package shall include the Bid Proposal, Non-Collusion Affidavit (in duplicate), Bid Security and Non-Resident Bidder (if applicable).

END OF SECTION

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **CITY HALL EXTERIOR REFURBISH**.

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **90** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Bid Documents 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 Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the

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BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ _____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

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BID SCHEDULE

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID – CITY HALL EXTERIOR REFURBISH

Item Description	Qty.	Unit	Unit Price	Extension
Clean all exterior surfaces (including but not limited to: Dry-vit, drip edges, metal flashing)	1	LS		
Re-seal all exterior caulk joints	1	LS		
Clean, re-seal and re-finish all dry-vit back to original color (Including Window Trim, window seals, Window Headers, Columns, etc.)	1	LS		
Clean all windows	1	LS		
Clean and Re-finish all railing at Deck, entrances, and balconies back to original color	1	LS		
Clean and Re-Finish Dome on Roof (back to original color)	1	LS		
TOTAL BASE BID AMOUNT				

CONTRACTOR : _____

NAME: _____

TITLE: _____

ADDRESS: _____

CERTIFICATE OF RESPONSIBILITY NUMBER: _____

END OF SECTION