

BID FORM

Proposal of TM Productions Llc

(hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as McDonald Construction

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this 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 arrived at 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 the date to be specified in the Notice to Proceed and to fully complete the project within 45 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CLARK PLACE DRAINAGE IMPROVEMENTS REBID					
BASE BID					
1	Mobilization	1	LS	\$ 100,000	\$ 100,000
2	Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 10,000	\$ 10,000
4	Removal of Concrete Driveway	40	SY	\$ 15	\$ 600
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 800	\$ 4,000
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 87.50	\$ 700
7	Concrete Driveway	40	SY	\$ 85	\$ 3,400
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 300	\$ 129,600
9	Minor Structure Concrete	17	CY	\$ 2,500	\$ 42,500
10	Silt Fence	900	LF	\$ 6	\$ 5,400
11	Seeding	1	LS	\$ 4,500	\$ 4,500
TOTAL BASE BID PRICE					\$ 305,700

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of Fifteen thousand two hundred
eighty-five Dollars, (\$ 15,285) (5% of the Total Bid)
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
expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 1 day of Sept., 2022.

By Tanner McDonald Title President

Company TM Productions LLC

Address 429 Blair Road

Phone 601-624-0239

Employer Identification No. 83-0706546

Email Address mconstruction@mcDonaldconstruction.org

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, TM Productions LLC
as Principal, and FCCI Insurance Company
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
sum of five percent of the total amount bid (—5%—)
_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 1 day of September, 2022.

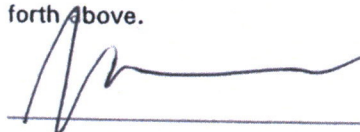
The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the CLARK PLACE DRAINAGE IMPROVEMENTS.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

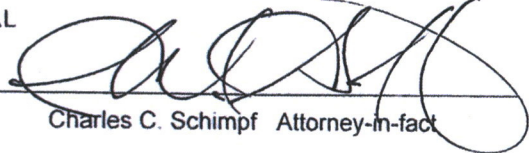
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



(L.S.)
Principal Tanner McDonald - member

FCCI Insurance Company
Surety

SEAL
By: 
Charles C. Schimpf Attorney-in-fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Charles C. Schimpf; Ashley D. Vance; Daniel J. Ryder

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 1 day of September, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company