



architecture
SOUTH

330 West Jefferson Street
Tupelo, MS 38804
p.) 662.844.5843
www.architecturesouth.com

EDUCATIONAL • HEALTHCARE • RELIGIOUS • CIVIC • COMMERCIAL

Linda E. Smith, RA- Principal

March 5, 2021

Ms. Kim Hanna
City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

RE: 20002-R
Bel Air Center and Pro Shop Re-Bid

Dear Ms. Hanna:

The above referenced project bid openings were held March 4, 2021. The apparent low bidder was M & N Construction Company, LLC with a base bid total of \$1,678,956.00. If all alternates are included, the total bid would be \$1,854,156.00.

ArchitectureSouth, therefore recommends the contract for the above referenced project be awarded to M & N Construction Company, LLC as funds permit.

Sincerely,

Linda E. Smith, RA
Principal

Bel Air Center and Pro Shop Re-bid
City of Tupelo, Mississippi
A/E# 20002-R
Bid # 2021-006BA

PROPOSAL FORM
SECTION 003000

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

Re: Project Bid Number: #2021-006BA
Project Title: Bel Air Center and Pro Shop Re-bid
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 PART ONE – Demolition:

Ninety-Two Thousand Five Hundred Dollars (\$ 92,500.00)

Description: Provide all work for the demolition of the existing Bel Air Center Building including, but not limited to, the asbestos abatement in accordance with the Project Manual and Drawings.

BASE BID PART TWO – Bel Air Center:

One Million Seventy-Two Thousand Five Hundred Thirty Dollars (\$ 1,072,530.00)

Description: Provide all work for Bel Air Center in accordance with the Project Manual and Drawings.

BASE BID PART THREE – Pro Shop:

Five Hundred Thirteen Thousand Nine Hundred Twenty Six Dollars (\$ 513,926.00)

Description: Provide all work for Pro Shop in accordance with the Project Manual and Drawings.

Bel Air Center and Pro Shop Re-bid
City of Tupelo, Mississippi
A/E# 20002-R
Bid # 2021-006BA

ALTERNATES:

Alternate #1 (X) Adds () Deducts

Fifty-six thousand nine hundred Dollars (\$ 56,900.00)

Description: **Pro Shop:** Provide the five (5) new exterior lighting "P" fixtures at existing parking lot and provide the garden wall at Pro Shop patio (See Electrical and Architectural Drawings).

Alternate #2 (X) Adds () Deducts

Thirty-six thousand Dollars (\$ 36,000.00)

Description: **Bel Air Center:** Provide two (2) new exterior lighting "P" fixtures at South side of the Bel Air Center and provide four (4) new exterior lighting "P" fixtures at the Great Lawn. (See Electrical Drawings).

Alternate #3 (X) Adds () Deducts

Twenty-nine thousand four hundred Dollars (\$ 29,400.00)

Description: **Bel Air Center:** Provide new eight (8) paved parking spots on the south side of Bel Air Center Drive and provide new paved road east of Bel Air Center and provide sidewalks at the Great Lawn. (See Site Plan).

Alternate #4 (X) Adds () Deducts

Tewnty-four thousand one hundred Dollars (\$ 24,100.00)

Description: **Bel Air Center:** Provide the folding partition in Assembly 110. The structural support and acoustical insulation at support to remain in the Base Bid.

Alternate #5 (X) Adds () Deducts

Thirteen thousand four hundred Dollars (\$ 13,400.00)

Description: **Bel Air Center:** Provide full height stone veneer on the front and two (2) side exterior elevations of room 102 and 103 of the Bel Air Center in lieu stone veneer water table height; and provide a large simulated cedar truss at gable end of rear porch in lieu of the small gable truss and shakes; and provide (12) cedar brackets at all remaining gable ends. (See Bel Air Center Elevations).

Alternate #6 (X) Adds () Deducts

Eleven thousand four hundred Dollars (\$ 11,400.00)

Description: **Bel Air Center:** Provide Wood Clad Windows in lieu of vinyl clad windows.

Alternate #7 (X) Adds () Deducts

Four thousand Dollars (\$ 4,000.00)

Description: **Pro Shop:** Provide Wood Clad Windows in lieu of vinyl clad windows.

Bel Air Center and Pro Shop Re-bid
City of Tupelo, Mississippi
A/E# 20002-R
Bid # 2021-006BA

Bidder acknowledges the receipt of the following addenda:

No. 01 Date 2/19/21 No. _____ Date _____ No. ____ Date _____
No. 02 Date 3/2/21 No. _____ Date _____ No. ____ Date _____

Proposed subcontractors (Required)

Mechanical: Comfort Engineering
Plumbing: RH Plumbing
Electrical: Carpenter Electric


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  Date 3/4/2021

Name and Title Jonathan "Nic" Nichols

Name of Business M & N Construction, LLC
(Complete spelling - exact as recorded at the Contractor's Board)

Address P O Box 391

City/State/Zip Code Mooreville, MS 38857

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC
P.O. Box 391, Mooreville, MS 38857

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
71 East Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, 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 Bel Air Center & Pro Shop RE-bid, 2107 Country Club Road Tupelo
AVE #20002


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 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 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 4th day of March, 2021

Mark L. Topner
(Witness)

M & N Construction, LLC
(Principal) (Seal)
By: [Signature]
(Title)

Sherry Henry
(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

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 26th 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 12th 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 12th 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 4th day of March, 2021.



Mark S. Manguno

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

Bel Air Center and Pro Shop Re-bid
City of Tupelo, Mississippi
A/E# 20002-R
Bid # 2021-006BA

PROPOSAL FORM
SECTION 003000

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

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Project Title: Bel Air Center and Pro Shop Re-bid
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 PART ONE – Demolition:

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Description: Provide all work for Pro Shop in accordance with the Project Manual and Drawings.

Bel Air Center and Pro Shop Re-bid
City of Tupelo, Mississippi
A/E# 20002-R
Bid # 2021-006BA

Bidder acknowledges the receipt of the following addenda:

No. 01 Date 2/19/21 No. _____ Date _____ No. _____ Date _____

No. 02 Date 3/2/21 No. _____ Date _____ No. _____ Date _____

Proposed subcontractors (Required)

Mechanical: Comfort Engineering

Plumbing: RH Plumbing

Electrical: Carpenter Electric

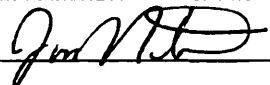
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Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. 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  Date 3/4/2021

Name and Title Jonathan "Nic" Nichols

Name of Business M & N Construction, LLC
(Complete spelling - exact as recorded at the Contractor's Board)

Address P O Box 391

City/State/Zip Code Mooreville, MS 38857

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

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

P.O. Box 391, Mooreville, MS 38857

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

71 East Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, 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 Bel Air Center & Pro Shop RE-bid, 2107 Country Club Road Tupelo AVE #20002

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 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 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 4th day of March, 2021

Mark L. Tines
(Witness)

M & N Construction, LLC

(Principal) (Seal)

By: [Signature]

(Title)

Sherry Gentry
(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**

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

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 26th 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 12th 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 12th 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 4th day of March, 2021.



Mark S. Manguno

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

Bel Air Center & Pro Shop Re-bid

Tupelo, MS

PROJECT NO. A @ 2002-R

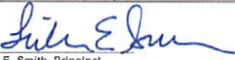
BID DATE AND TIME: March 4, 2021 2:00 p.m.

ARCHITECT:

ArchitectureSouth
330 West Jefferson Street
Tupelo, MS 38804
Office: (662)844-5843
Fax: (662)841-7575

CONTRACTOR	CERT OF RESP. #	BONDING COMPANY	RECEIPT OF ADDENDA		BASE BID PART ONE DEMOLITION	BASE BID PART TWO BEL AIR CENTER	BASE BID PART THREE PRO SHOP	TOTAL BASE BID Parts 1, 2 and 3	Alternate #1 (Add)	Alternate #2 (Add)	Alternate #3 (Add)	Alternate #4 (Add)	Alternate #5 (Add)	Alternate #6 (Add)	Alternate #7 (Add)	TOTAL AWARD	
			#1	#2													
Flagstar Construction Company, Inc.	10817-MC 4/13/2021	Arch Insurance Company	X	X	Provide all work for the demolition of the existing Bel Air Center Building including, but not limited to, the asbestos abatement in accordance with the Project Manual and Drawings.	Provide all work for Bel Air Center in accordance with the Project Manual and Drawings.	Provide all work for Pro Shop in accordance with the Project Manual and Drawings.										
Hooker Construction, Inc.	03852-MC 1/14/2022	Western Surety Company	X	X													
M & N Construction, LLC	22118-MC 4/5/2022	The Gray Casualty & Surety Company	X	X													
Roberts Builders, Inc.	04854-MC 8/8/2021	Travelers Casualty and Surety Company of America	X	X													

I HEREBY CERTIFY THAT THE ABOVE BIDS ARE TRUE AND CORRECT AND WERE SUBMITTED AND RECEIVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI:


Linda E. Smith, Principal

PRELIMINARY PROJECT BUDGET

September 23,2021

Bel Air Center/Pro Shop

Project #:		20002	
Project Title:		Bel Air Park Improvements	
Institution/ Agency:		City of Tupelo	
Professional Contract Type: 6%			
GC001 Construction Contract			\$ 1,854,156
Total			\$ 1,854,156
PP001 Professional Basic Services			\$ 111,249
Total			\$ 1,965,405
OP001 Additional Services			
Topo Survey		supplied by owner	
Soils Invest Pro Shop		Completed	\$ 1,575
Soils Invest Bel Air Center		Completed	\$ 3,325
Asbestos Survey Existing (Pro Shop)		Completed	\$ 988
Asbestos Survey Existing (Cener)		Completed	\$ 2,812
civil engineer			\$ 10,000
Printing Cost		Estimated	\$ 2,500
Total			\$ 21,200
Total Budgeted Award			\$ 1,986,605
Contingency		Percent of Construction 2.50%	\$ -
TOTAL PROJECT BUDGET			\$ 1,986,605