

**SECTION 00 42 00 PROPOSAL FORM**

(Submit in Duplicate)

**Bidder's Name:** E3 Construction Corp dba. Master Craft Builders

**Address:** 473 Hwy 145 South  
Booneville, MS 38829

**Date:** February 20th, 2025

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

**Project Name:** Department of Parks and Recreation, Ballard Park Site Improvements,  
Phase III

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:** Six hundred twenty five thousand nine hundred  
(\$ 625,900.00).

**Alternate #1 Bid:** One hundred eight thousand nine hundred  
(\$ 108,900.00).

**Alternate #2 Bid:** One hundred twenty seven thousand three hundred  
(\$ 127,300.00).

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 **One Hundred (100) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Master Craft Builders (insert company name) is  
certifying that neither Master Craft Builders (insert company name) nor  
any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible  
for participation in Federal Assistance Programs.

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>2/4/2025</u>
Addendum No.: <u>N/A</u>	Dated: <u>N/A</u>
Addendum No.: <u>N/A</u>	Dated: <u>N/A</u>
Addendum No.: <u>N/A</u>	Dated: <u>N/A</u>

**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 Mississippi, 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
Wesley C. Evans	473 Hwy 145 South, Boonville, MS 38829	Owner

**(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: E3 Construction Corp. dba Master Craft Builders

Address: 473 Hwy 145 South, Boonville, MS 38829

Email Address: clay@mcbuildersms.com Fax Number: 662-728-8118

Signed: 

Title: Owner

Certificate of Responsibility Number: 23841-MC

P. N. 240031.00  
C.B.N 2025-005PR

Sloan Landscape Architecture, LLC

01/21/2025

**Directions for Mailing:**

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

**Address To:** City of Tupelo  
City Hall - 1<sup>st</sup> Floor - Tax Office  
Attn: Mrs. Traci Dillard  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park Site Improvements, Phase III  
to be opened at **10:00 am on Thursday, February 20th, 2025.**



**Subcontractor and Supplier List:**[illegible]

**Form of Non-Collusive Affidavit:**

**AFFIDAVIT**

*(Prime Bidder shall include this form, completed, with his bid)*

State of: Mississippi

County of: Union

Clay Evans, being first duly sworn, deposes and says:

That he or she is President the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: \_\_\_\_\_  
Bidder, if the bidder is an individual:

\_\_\_\_\_  
Partner, if the bidder is partnership

[Signature] Print  
\_\_\_\_\_  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 20 day of February, 2025

Angela H. Maupin

My commission expires January 11, 2027





## **SECTION 004516 – BIDDER'S QUALIFICATIONS**

### **QUALIFICATION FORM**

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

### **PRIOR PROJECT QUESTIONNAIRE**

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

**YES** ☐ or **NO** ☒

**END OF SECTION 004516**



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE E3 Construction Corp. dba Master Craft Builders  
473 Hwy 145 South, Booneville, MS 38829

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- Department of Parks and Rec  
MS



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 Ballard Park Site Improvements- Phase III

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 20th day of February, 2025

[Signature] (Witness)  
[Signature] (Principal) (Seal)  
[Signature] (Title)  
[Signature] (Witness)  
[Signature] (Surety) (Seal)  
By: [Signature]  
Attorney-in-Fact Sam Spengler (Title)





THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: E3 Construction Corp. dba Master Craft Builders

Obligee: City of Tupelo- Department of Parks and Rec

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: Sam Spengler

on behalf of each of the Companies named above its true and lawful Attorney(s)-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

\$25,000,000.00.

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 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of 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.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance 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 Company this 20th day of February, 2025.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of 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 Company this 20th day of February, 2025.

*Leigh Anne Henican*





Client#: 18188

MASCR

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	CONTACT NAME: Tyler Thames	FAX (A/C, No): 6013553227
	PHONE (A/C, No, Ext): 601 948-2900	E-MAIL ADDRESS: tthames@rossandyerger.com
INSURED E3 Construction Corp dba Master Craft Builders PO Box 841 Booneville, MS 38829	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Brierfield Insurance Co./FCCI	NAIC # 10993
	INSURER B: FCCI Insurance Company/FCCI	10178
	INSURER C: Travelers Property Casualty Co. of Am.	25674
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CPP10005652204	04/03/2024	04/03/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA10005636504	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		UMB10005652304	04/03/2024	04/03/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PWC010006849304	04/03/2024	04/03/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented		CPP10005652204	04/03/2024	04/03/2025	\$165,000
C	Excess Liability		EX7W15167524NF	04/03/2024	04/03/2025	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured and Blanket Waiver of Subrogation applies to General Liability and Automobile Liability when required by written contract. General Liability includes Ongoing/Completed Operations and Primary Non-Contributory wording for Additional Insured when required by written contract. Umbrella is Follow-Form. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER	CANCELLATION
Informational Certificate of Insurance PO Box 841 Booneville, MS 38829	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dudley A. Wootley</i>

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# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

E3 CONSTRUCTION CORP.  
MASTER CRAFT BUILDERS  
194 CP 199

PLANTERSVILLE, MS 38862

is duly registered and entitled to perform

BUILDING CONSTRUCTION

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 17 day of Jun., 2023*



CERTIFICATE OF RESPONSIBILITY

No. 23861-MC

Expires Jun. 17, 2024

*Joel A. Canall*

CHAIRMAN OF THE BOARD