

**SECTION 00 41 13****BID FORM**

Thursday, March 13, 2025

Certificate of Responsibility Number: 22119-MCProposal of: M & N Construction LLC

**Project:** The City of Tupelo  
Fire Station #5  
Tupelo, Mississippi  
Bid Number 2025-007FD

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 02/18/2025 Pages: 2 Addendum No.      Date      Pages:     Addendum No. 2 Date 03/10/2025 Pages: 25 Addendum No.      Date      Pages:     Addendum No. 3 Date 3/11/25 Pages: 2 Addendum No.      Date      Pages:     

Having carefully examined the Contract Documents entitled *The City of Tupelo, Fire Station #5*, prepared by PryorMorrow PC, and dated February 12, 2025, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID:** Four Million Two Hundred Seventy-Nine Thousand DOLLARS (\$ 4,279,000<sup>00</sup>)

**ALTERNATES:****ALTERNATE NUMBER 1:** Install LVT flooring in the rooms as shown on the Room Finish Schedule.ADD Thirteen Thousand Nine Hundred DOLLARS (\$ 13,900<sup>00</sup>)**ALTERNATE NUMBER 2:** Provide polished concrete flooring in the rooms as shown on the Room Finish Schedule.ADD Ten Thousand Nine Hundred DOLLARS (\$ 10,900<sup>00</sup>)**UNIT PRICES:****UNIT PRICE NUMBER 1:** Install additional excavation and select fill beyond that which is required in the Base Bid.Twenty-Three DOLLARS PER CUBIC YARD (\$ 23<sup>00</sup> /cubic yard)

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within three hundred sixty-five (365) calendar days following issuance of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 10 % for changes that add to, or increase, the scope of work and 0 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:



Print Name:

Jonathan Nichols

Title:

CEO

Address:

499 Gloster Creek Suite F-9 , Tupelo, MS 38801

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**

**SECTION 00 41 13**  
**BID FORM**

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Fire Station #5  
Tupelo, Mississippi  
Bid Number 2025-007FD

**Owner:** The City of Tupelo  
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71 East Troy Street (38804)  
Tupelo, Mississippi 38802-  
1485

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Respectfully Submitted:

Signed:



Print Name: Jonathan Nichols

Title: CEO

Address: 499 Gloster Creek Suite F-9 , Tupelo, MS 38801

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

**END OF SECTION**



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

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

499 Gloster Creek Village, Suite F9, Tupelo, MS 38801

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 The City of Tupelo

71 East Troy Street, Tupelo, MS 38804

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 Construction of new 8,200 sf Fire Station Job no. 2025-007FD South

Green Street, Tupelo, MS 38801

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 13th day of March, 2025

(Signature)  
(Witness)

M & N Construction, LLC  
(Principal)

(Seal)

By: (Signature)

(Title)

(Signature)  
(Witness)



The Gray Casualty & Surety Company  
(Surety)

(Seal)

By: (Signature)

Attorney-in-Fact Fielden Mitts

(Title)

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: M & N Construction, LLC

Obligee: The City of Tupelo

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: Fielden Mitts

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 13<sup>th</sup> day of March, 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 13<sup>th</sup> day of March, 2025.

*Leigh Anne Henican*



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

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

499 Gloster Creek Village, Suite F9, Tupelo, MS 38801

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 The City of Tupelo

71 East Troy Street, Tupelo, MS 38804

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 Construction of new 8,200 sf Fire Station Job no. 2025-007FD South Green Street, Tupelo, MS 38801

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 13th day of March, 2025

  
(Witness)

M & N Construction, LLC

(Principal)

(Seal)

By: 

(Title)

  
(Witness)



The Gray Casualty & Surety Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Fielden Mitts

(Title)



THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: M & N Construction, LLC

Obligee: The City of Tupelo

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: Fielden Mitts

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  
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*Cullen S. Piske*

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State of Louisiana

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Parish of Jefferson

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Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

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*Mark S. Manguno*

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*Leigh Anne Henican*





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AIA Document A310  
Bid Bond

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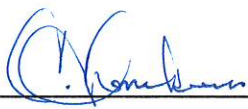
  
(Witness)

M & N Construction, LLC  
(Principal)

(Seal)

By: 

(Title)

  
(Witness)



The Gray Casualty & Surety Company  
(Surety)

(Seal)

By: 

Attorney-in-Fact Fielden Mitts

(Title)

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

**COPY**

Bond Number: Bid Bond

Principal: M & N Construction, LLC

Obligee: The City of Tupelo

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: Fielden Mitts

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.

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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*

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President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
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State of Louisiana

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Parish of Jefferson

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