

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Struthers Recreation, LLC: 220 Applegate Trace; Pelham, AL 35124

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company: 6300 University Parkway; Sarasota, FL 34240

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Tupelo, MS: 71 East Troy Street; Tupelo, MS 38804

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of

5% of the Total Project Amount

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

City of Tupelo-Dept. of Parks & Recreation: Veterans Park Playground, Project#: 240035.00

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into 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 material 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 December, 20 24

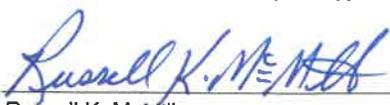

Melissa Isbell (Witness)

Struthers Recreation, LLC
(Principal) (Seal)


Blake Struthers (Title) Member


Melissa Isbell (Witness)

FCCI Insurance Company
(Surety) (Seal)


Russell K. McMillan 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:

Russell Keith McMillan

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
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
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: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

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: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

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 4th day of December, 2024

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

SECTION 00 42 00 PROPOSAL FORM
(Submit in Duplicate)

Bidder's Name: Strothers Recreation, LLC

Address: 220 Applegate Trace
Pelham AL 35124

Date: 12/3/24

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

Project Name: Veterans Park Playground

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: One hundred twelve thousand, one hundred eighty
eight dollars + zero cents (\$ 112,188.00)

Alternate #1 Bid: twenty thousand, eight hundred eighty
six dollars + zero cents (\$ 20,886.00)

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 & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Strothers Recreation, LLC (insert company name) is certifying that neither Strothers Recreation, LLC (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.: _____	Dated: _____

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:

P. N. 240035.00
C.B.N 2024-060PR

Sloan Landscape Architecture, LLC

10/28/2024

(complete if a corporation)

Our Corporation is chartered under the laws of the State of Alabama, 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
Jill Strothers	220 Applegate Trace Pelham AL	Owner
Craig Strothers	same as above 35124	Owner
Blake Strothers	same as above	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: Strothers Recreation, LLC

Address: 220 Applegate Trace, Pelham, AL 35124

Email Address: zach@strothersrec.com Fax Number: _____

Signed: Melissa Asbell

Title: Project Designer

Certificate of Responsibility Number: 24450-SC

P. N. 240035.00
C.B.N 2024-060PR

Sloan Landscape Architecture, LLC

10/28/2024

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 - 1st Floor - Tax Office
Attn: Mrs. Traci Dillard
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park Site Improvements, Phase 1
to be opened at **2:00 p.m. on Wednesday, December 4th, 2024.**

AFFIDAVIT

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

State of: Alabama

County of: Shelby

Blake Struthers, being first duly sworn, deposes and says:

That he or she is officer 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

[Handwritten Signature]

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 3rd day of December, 2024



My commission expires 12/13/2026

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

2022 Code of Alabama

Title 39 - Public Works.

Chapter 3 - Use of Domestic Products and Resident Workmen for Public Works, Improvements, Etc.

Section 39-3-5 - Preference to Resident Contractors in Letting of Certain Public Contracts.

Universal Citation: [AL Code § 39-3-5 \(2022\)](#)

Section 39-3-5

Preference to resident contractors in letting of certain public contracts.

(a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

(b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

(Acts 1984, No. 84-228, p. 348; Act 2001-637, §1

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

STRETTHERS RECREATION INC
226 APPLEGATE TRACE
PULHAM, MS 39124

is duly registered and entitled to perform

PLAYGROUND RECREATION EQUIPMENT



No has been to set and caused the Seal of the Mississippi Board of Contractors to be affixed this 1 day of Sep., 2024

CERTIFICATE OF RESPONSIBILITY

No. 24450-SC

Expires Sept. 1, 2025

Joel A. Canell

CHAIRMAN OF THE BOARD

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY McMillan Insurance Services		NAMED INSURED Struthers Recreation, LLC	
POLICY NUMBER N/A		EFFECTIVE DATE:	
CARRIER Multiple Carriers	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
 coverage and includes the blanket additional insured when required by written contract, the blanket waiver of subrogation when required by written contract
 and the blanket 30 day notice of cancellation endorsement (when required by written contract). The Workers Compensation Policy includes the blanket
 waiver of subrogation when required by written contract and the blanket 30 day notice of cancellation endorsement (when required by written contract).

Workers Comp: Craig Struthers, Member

Additional Remarks:
 RE: City of Tupelo, MS - Dept. of Parks & Recreation: Veterans Park Playground / Project # 240035.00