

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1. BID INFORMATION

- A. Bidder: Timbo's Construction Inc.
- B. Project Name: The City of Tupelo - The Depot
- C. Project Location: Front Street, Tupelo, MS
- D. Owner: The City of Tupelo
- E. Architect: TEK1 Studio, PLLC.
- F. Architect Project Number: 023007

2. CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by TEK1 Studio, PLLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One million, nine hundred ninety-nine thousand, nine hundred ninety-nine Dollars (\$1,999,999.99). ^{hundred ninety-nine and ninety-nine cents}
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

3. BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within [60] days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Ninety-nine thousand nine hundred ninety-nine Dollars (\$99,999.99). ^{and ninety-nine cents}

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

4. SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Timbo's

- 2. Masonry Work: Timbo's
- 3. Plumbing Work: "
- 4. HVAC Work: "
- 5. Electrical Work: "

5. TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work by March 1, 2025

6. ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 5/28/24
- 2. Addendum No. 2, dated 6/3/24
- 3. Addendum No. 3, dated _____
- 4. Addendum No. 4, dated _____

7. BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

- 1. Bid Form Supplement - Alternates.
- 2. Bid Form Supplement - Allowances.
- 3. Bid Form Supplement - Bid Bond Form (AIA Document A310).

8. CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Mississippi and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

9. DOCUMENT CONTINUES

10. SUBMISSION OF BID

Respectfully submitted this 5 day of June, 2024.

Submitted By: Timbo's Construction

(Name of bidding firm or corporation)

Authorized
Signature:

[Handwritten Signature]
(Handwritten signature)

Signed By:

Jimmy Sandifer
(Type or print name)

Title:

owner / president
(Owner/Partner/President/Vice President)

Witness By:

[Handwritten Signature]
(Handwritten signature)

Attest:

[Handwritten Signature]
(Handwritten signature)

By:

Tammy Walker
(Type or print name)

Title:

assistant secretary
(Corporate Secretary or Assistant Secretary)

Street Address:

3853 Hwy 61 N

City, State, Zip

Cleveland, MS 38732

Phone:

662-843-4740

License No.:

12475ML

Federal ID No.:

64-0925517

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

DOCUMENT 004321 - ALLOWANCE FORM

1. BID INFORMATION

- A. Bidder: Timbo's Construction, Inc.
- B. Project Name: The City of Tupelo - The Depot
- C. Project Location: Front Street, Tupelo, MS
- D. Owner: The City of Tupelo
- E. Architect: TEK1 Studio, PLLC
- F. Architect Project Number: 023007

2. BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

3. SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 5 day of June, 2024.

Submitted By: Timbo's Construction
(Insert name of bidding firm or corporation)

Authorized Signature: [Handwritten Signature]
(Handwritten signature)

Signed By: Jimmy Sandifer
(Type or print name)

Title: owner / president
(Owner/Partner/President/Vice President)

END OF DOCUMENT 004321

ALLOWANCE FORM

DOCUMENT 004323 - ALTERNATES FORM

1. BID INFORMATION

- A. Bidder: Timbo's Construction Inc.
- B. Prime Contract: \$ 1,999,999.99
- C. Project Name: The City of Tupelo - The Depot
- D. Project Location: Front Street, Tupelo, MS
- E. Owner: The City of Tupelo
- F. Architect: Tek1 Studio, PLLC
- G. Architect Project Number: 023007

2. BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

3. DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

4. SCHEDULE OF ALTERNATES

A. Add Alternate No. 1 -Contractor shall furnish and install 3 tree grates at circular tree islands. Tree grates shall be 6015 Olympian Tree Grate manufactured by Ironsmith, 41-701 Corporate Way #3, Palm Desert, CA 92260, 800-338-4766, or an approved equal.

ADD DEDUCT NO CHANGE NOT APPLICABLE .

Sixteen thousand, six hundred Seventeen Dollars (\$ 16,617.00).

5. SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this 5 day of June, 2024.

Submitted By: Timbo's Construction
(Name of bidding firm or corporation)

A u t h o r i z e d
Signature: [Handwritten Signature]
(Handwritten signature)

Signed By: Jimmy Sandifer
(Type or print name)

Title: owner / president
(Owner/Partner/President/Vice President)

END OF DOCUMENT 004323

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Timbo's Construction, Inc.
3853 Highway 61 N.
Cleveland, MS 38732

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

The City of Tupelo, MS
71 East Troy Steet
Tupelo, MS 38804

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

The City of Tupelo - The Depot, Project #2024-029 AD

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of June, 2024

Faith Moore

(Witness)

Timbo's Construction, Inc.

(Principal)

(Seal)

By: *[Signature]*

(Title)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By: *[Signature]*

(Title) Peggy L. Jackson Attorney-in-Fact

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Timbo's Construction, Inc.
Obligee: The City of Tupelo, MS

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: Peggy L Jackson

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 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 28th 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 28th 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 5th day of June, 2024.

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 5th day of June, 2024.

Leigh Anne Henican

