

P.N. 15013.00

JBHM Architects, PA

04/23/2015

**SECTION 00 42 00 PROPOSAL FORM**  
(Submit in Duplicate)

BIDDER: Graham Roofing Incorporated

ADDRESS: 769 West Tibbee Road  
West Point, MS 39773

DATE: May 22, 2015

Tupelo Public School District  
72 South Green Street  
Tupelo, MS 38804

**RE: Tupelo Public School District, Re-Roof of The Fillmore Center, Tupelo, Mississippi**

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 Modified Bitumen Roof:** Six hundred ninety-eight thousand  
three-hundred thirty dollars and no/00 (\$ 698,330.00 ).

**ALTERNATE NO. 1 (ADD OR DEDUCT) Fluid Applied Roof:** Two hundred eighty-thousand  
eight hundred forty-three dollars and no/00 (\$ 280,843.00 ).

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 be **Substantially Complete on or before July 31, 2015**, subject to the terms and conditions of the Contract.

By signing this letter, Graham Roofing Incorporated (insert company name) is certifying that neither Graham Roofing Incorporated (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** School session begins August 3, 2015 and all work must be finished by this date.

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>5/20/2015</u>
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

**SUBCONTRACTOR AND SUPPLIER LISTING:**

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid-chopping", 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:

**[TO BE COMPLETED 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):

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FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

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

State of Mississippi

County of Lowndes

Ralph W. Hooks, Jr., President, being first duly sworn, deposes and says:

That he is President, Secretary, Treasurer 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 Tupelo Public Schools (insert Owner's name) 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

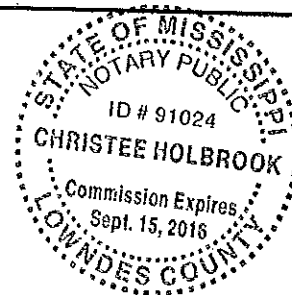
*[Handwritten Signature]*

\_\_\_\_\_  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 22nd day of May, 2013

Christee Holbrook

My commission expires September 15, 2016



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we Graham Roofing, Inc., 769 West Tibbee Road, West Point, MS 39773

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

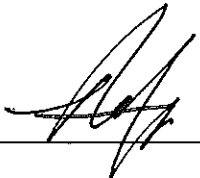
a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto Tupelo Public School District, 72 South Green Street, Tupelo, Mississippi 38801

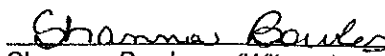
as Obligee, hereinafter called the Obligee, in the sum of 5 % of Bid Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

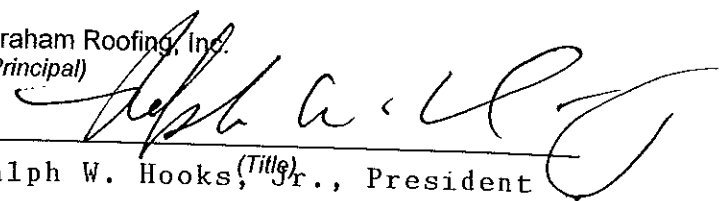
WHEREAS, the Principal has submitted a bid for Tupelo Public School District, Re-Roof of The Fillmore Center, Tupelo, Mississippi

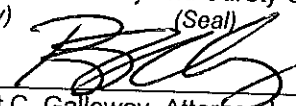
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and 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 22<sup>nd</sup> day of May, 2015.

  
Christa Holbrook  
(Witness)

  
Shannon Bowles  
(Witness)

Graham Roofing, Inc.  
(Principal)   
Ralph W. Hooks, Jr., President

Travelers Casualty and Surety Company of America  
(Surety)   
Brandt C. Galloway, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221679

Certificate No. 005999422

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James C. Galloway, Jr., Robbin Hill, Paul Steven Swedenburg, Cecil R. Vaughan, Jr., Brandt C. Galloway, Kyle Chandler, IV, William W. Hilbun, George P. Delivorias, John W. Campbell, and Shannon M. Bowles

of the City of Columbus, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of July, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public