

**JBHM Architects, PA**  
105 Court Street  
Tupelo, Mississippi 38804

662 844 1822  
FAX 662 844 0971  
EMAIL info@jbhm.com

April 27, 2016

Dr. Gearl Loden, Superintendent  
Tupelo Public School District  
72 South Green Street  
Tupelo, MS 38804

**RE: Renovations to Lawndale Elementary School RE-BID, Tupelo, MS**

Dear Dr. Loden:

The bid opening for the above-referenced project occurred on April 21, 2016.

One bid was received on the project from Conditioned Air in the amount of \$355,500.

This bid is less than the original bids received for this project. The Owner is considering value engineering items in the amount of \$23,800. The changes are well within the allowed limits and are appropriate changes that do not affect the quality of the overall scope of work.

We therefore recommend awarding this project to Conditioned Air for a total contract sum of \$331,700.00.

If you have any questions or concerns, please feel free to give me a call.

Sincerely,

  
Charles Laney, Project Manager

Enclosures

pc: File 15074.00.13

ARCHITECTURE  
PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
GRAPHIC DESIGN  
PROGRAM MANAGEMENT

OFFICES  
Biloxi, (C.A.)  
Columbus  
Jackson  
Tupelo

PRINCIPALS  
JOSEPH S. HENDERSON, AIA  
WILLIAM M. LEWIS, AIA  
RICHARD H. MCNEEL, AIA



**RENOVATIONS TO LAWNSDALE SCHOOL  
 APRIL 21, 2016 / 2:00 PM  
 PRE-BID CONFERENCE SIGN-IN FORM**

**NAME**                                      **COMPANY NAME / ADDRESS / PHONE # / FAX # / EMAIL**

Charles Laney	JBHM Architects / 105 Court St., Tupelo, MS 38804 PH: 662-231-0015 / claney@jbhm.com
Rolf Rinehart	Conditioned Air, Inc. / 753 Westmoreland Drive, Tupelo, MS PH: 662-680-9097 / rolf@conditioned-air.net
Missy Hunter	TPSD
Rick Beauvais	CIG
Andy Cantrell	TPSD / 72 South Green Street, Tupelo, MS PH: 662-321-3116
Julie Weaver	TPSD





**JBHM Architects, P.A.**

ARCHITECTS 105 Court Street  
www.jbhm.com

PO Box 1643

Tupelo, MS 38804

662-844-1822

662-844-0971

Project Number **15074**

Project Name: **Renovations to Lawndale  
Elementary School REBID**

Opening Date **4/21/2016**  
Opening Time **2:00 PM**

<b>Contractor</b>	ClG Contractors, Inc.	Conditioned Air, Inc.	Ganger Construction	RH Plumbing	Sullivan Enterprises
Certificate of Responsibility	NO BID	08741-MC	NO BID	NO BID	NO BID
Surety Company		US Specialty Ins. Co.			
Addendum 1 Acknowledged		X			
<b>BASE BID</b>	\$ -	\$ 355,500.00	\$ -	\$ -	\$ -
<b>Total Bid</b>	\$ -	\$ 355,500.00	\$ -	\$ -	\$ -

Certified Correct By: 



JBHM Architects, P.A.

105 Court Street

PO Box 1643

Tupelo, MS 38804

662-844-1822

662-844-0971

Project Number 15074

Project Name: Renovations to Lawndale Elementary School REBID

Opening Date 4/21/2016  
Opening Time 2:00 PM

Contractor	T L & C Construction, Inc.							
Certificate of Responsibility	NO BID							
Surety Company								
Addendum 1 Acknowledged								
BASE BID	\$	-	\$	-	\$	-	\$	-
Total Bid	\$	-	\$	-	\$	-	\$	-

Certified Correct By:

*Charles Jones*



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

BIDDER

Conditioned Air, Inc.

ADDRESS:

P.O. Box 2055

753 Westmoreland Drive

Tupelo, MS 38801

DATE:

4/21/2016

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

**RE: Renovations to Lawndale Elementary School REBID, Tupelo, MS**

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: Three Hundred Fifty Five Thousand Five hundred  
( \$355,500<sup>00</sup> )

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 by **July 18, 2016**, subject to the terms and conditions of the Contract. **IT IS IMPERATIVE THAT THE WORK MEET THIS DEADLINE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SO AS NOT TO HINDER THE UPCOMING 2016 FALL SEMESTER OF SCHOOL.** By submitting this proposal, Contractor is asserting that there is sufficient manpower and materials to complete the work as scheduled.

By signing this letter, Conditioned Air, Inc. (insert company name) is certifying that neither Conditioned Air, Inc. (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>  3/31/2016  </u>
Addendum No.:	<u>          </u>	Dated:	<u>                  </u>
Addendum No.:	<u>          </u>	Dated:	<u>                  </u>
Addendum No.:	<u>          </u>	Dated:	<u>                  </u>

**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   MS  , 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
Michael Green	753 Westmoreland Drive, Tupelo, MS 38801	Pres.
Rolf Rinehart	753 Westmoreland Drive, Tupelo, MS 38801	Secretary

[TO BE FILLED 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 mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

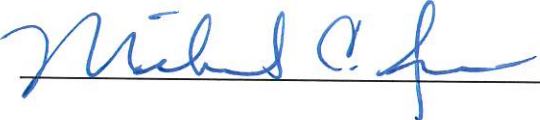
Conditioned Air, Inc.

P.O. Box 2055

753 Westmoreland Drive

Tupelo, MS 38801

Phone - 662-680-9097 Fax:662-844-0642

SIGNED:  \_\_\_\_\_

TITLE: President \_\_\_\_\_

CERTIFICATE OF RESPONSIBILITY NO.: 08741-MC \_\_\_\_\_

**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:

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

**Bid for Tupelo Public School District, Renovations to Lawndale Elementary School  
REBID, Tupelo, MS**

to be opened at **2:00 pm on Tuesday, April 19, 2016.**





FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

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

State of MS

County of LEE

Norma Jean Smith, being first duly sworn, deposes and says:

That he is Michael Green 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 SCHOOL DISTRICT** 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

Michael Green

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 21 day of April, 2016

Norma Jean Smith

My commission expires 4-6-18



THIS FORM IS INCLUDED AS A REFERENCE AND WILL BE REQUIRED FOR ALL INDIVIDUALS WORKING ON THE CAMPUS OF THE TUPELO PUBLIC SCHOOL DISTRICT

**BACKGROUND CHECK**

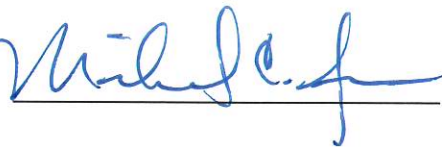
In order to provide a safe environment for the students and staff of Tupelo Public School District and to ensure that individuals working on Tupelo Public School District campuses have no disqualifying criminal record anywhere in the United States, all individuals who work on any campus of the Tupelo Public School District are required to have a state child abuse registry check and a criminal records background check. Individuals will be ineligible to work on a Tupelo Public School District campus (es) if a background check discloses a guilty plea, conviction, or nolo contendere plea to a felony conviction of possession or sale of drugs, murder, manslaughter, armed robbery, rape, sexual battery, a sex offense as defined by state statute, child abuse, arson, grand larceny, burglary, gratification of lust or aggravated assault, which has not been reversed on appeal or for which a pardon has not been granted.

General contractors shall verify that all of their employees and subcontractors who will work on Tupelo Public School District property have passed a criminal background check.

We certify that all of our employees and subcontractors who will work on Tupelo Public School District property have passed a background check and that no disqualifying information was obtained.

Conditioned Air, Inc.

[contractor name]

By: 

4/21/2016

Date





**AIA**<sup>®</sup>

# Document A310<sup>™</sup> – 2010

## ***Bid Bond***

**CONTRACTOR:**

*(Name, legal status and address)*

**Conditioned Air, Inc.**

**P O Box 2055**

**Tupelo, MS 38803**

**SURETY:**

*(Name, legal status and principal place of business)*

**U.S. Specialty Insurance Company**

**13403 Northwest Freeway**

**Houston, TX 77040-6094**

**OWNER:**

*(Name, legal status and address)*

**Tupelo Public School District**

**72 South Green St.**

**Tupelo, MS 38802**

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.

**BOND AMOUNT: Five Percent (5%) of the Amount Bid-----**

**PROJECT:**

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

**Renovations to Lawndale Elementary School**

**Tupelo, MS**

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 **21st** day of **April**, **2016**

Norma Jean Smith  
(Witness)

**Conditioned Air, Inc.**  
(Contractor as Principal) (Seal)

Michael C. Green  
(Title) Michael C. Green Pres.

Jane Ellis  
(Witness)

**U.S. Specialty Insurance Company**  
(Surety) (Seal)

Kimberly B. Barhum  
(Title) Kimberly B. Barhum, Attorney-In-Fact  
MS Resident Agent



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

David R. Fortenberry, R. Teb Jones, Kimberly B. Barhum, Liz Asmar, Mary Jones Norval

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\* ). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of April, 2016

Corporate Seals

Bond No.
Agency No. 17035



[Signature]
Michael Chalekson, Assistant Secretary