

DOCUMENT 00300

BID FORM

Project Identification: HUD BEAUTIFICATION – UTICA, MS

This Bid is Submitted to (Name and Address of Owner):

**HINDS COUNTY, MS, CHANCERY CLERK OFFICE, 316 SOUTH PRESIDENT STREET,
JACKSON, MS 39201**

This Bid is Submitted from (Contractor):

APAC-MS, Inc. (COR #95)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<u>N/A</u>	<u>N/A</u>

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided the General Conditions, and accepts the determination set forth in the General Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in C above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time

and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. UNIT PRICE BASE BID

HUD BEAUTIFICATION UTICA, MISSISSIPPI

UNIT PRICE BASE BID – EAST MAIN STREET

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Asphalt Surface Course	910	TNS	190.26	\$173,134.60
2	Asphalt Milling	2380	SY	10.31	\$24,537.80
3	Tack Coat	660	GAL	4.56	\$3,009.60
4	White Parking 4" Stripe	1430	LF	5.00	\$7,150.00
5	Continuous 6" Yellow Stripe	3470	LF	3.00	\$10,410.00
6	12" Wide White Stop Bar	25	LF	9.00	\$225.00
7	Sign Allowance	1	LS	20,000	20,000
8	Lighting Allowance	1	LS	4,000	4,000
TOTAL					\$242,469.00

TOTAL BID PRICE, ITEMS NOS. 1 THROUGH 8 INCLUSIVE IN WORDS:

Two hundred forty two thousand four hundred sixty nine Dollars
and zero Cents

UNIT PRICE ADD ALTERNATE BID NO. 1 – SOUTHVIEW STREET

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Asphalt Surface Course	365	TNS	179.32	\$65,451.80
2	Continuous 6" Yellow Stripe	2850	LF	3.25	\$9,262.50
3	12" Wide White Stop Bar	44	LF	10.00	\$440.00
4	Tack Coat	270	GAL	4.56	\$1,231.20
TOTAL					\$76,385.50

TOTAL BID PRICE, ITEMS NOS. 1 THROUGH 4 INCLUSIVE IN WORDS:

Seventy six thousand three hundred eighty five Dollars
and fifty Cents

UNIT PRICE ADD ALTERNATE BID NO. 2 – HUDSON STREET

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Asphalt Surface Course	790	TNS	176.29	\$139,269.10
2	Continuous 6" Yellow Stripe	6160	LF	2.00	\$12,320.00
3	12" Wide White Stop Bar	68	LF	7.00	\$476.00
4	Tack Coat	550	GAL	4.56	\$2,508.00
TOTAL					\$154,573.10

TOTAL BID PRICE, ITEMS NOS. 1 THROUGH 4 INCLUSIVE IN WORDS:

One hundred fifty four thousand five hundred seventy three Dollars
and ten Cents

UNIT PRICE ADD ALTERNATE BID NO. 3 – WEST MAIN STREET

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Gutter Cleaning	7590	LF	5.27	\$39,999.30
2	Asphalt Surface Course	1235	TNS	182.91	\$225,893.85
3	Continuous 6" Yellow Stripe	8835	LF	2.00	\$17,670.00
4	Curb and Gutter Replacement	51	LF	225.00	\$11,475.00
5	Sidewalk Replacement	104	SF	125.00	\$13,000.00
6	12" Wide White Stop Bar	25	LF	8.00	\$200.00
7	Tack Coat	896	GAL	4.56	\$4,085.76
TOTAL					\$312,323.91

TOTAL BID PRICE, ITEMS NOS. 1 THROUGH 7 INCLUSIVE IN WORDS:

Three hundred twelve thousand three hundred twenty three Dollars
and ninety one Cents

5. Receipt of the following Addenda is hereby acknowledged: 0
(Insert number of all addenda received; if no addenda received, insert "None").
6. Bidder agrees that the Work:

will be substantially complete within 60 calendar days after the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment within 60 calendar days after the date when the Contract Time commences to run.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
7. The following documents are attached to and made a condition of this Bid:
(a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.

Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following mailing and email address:

Us Mail Address: P.O. Box 24528

Jackson, MS 39225-4508

Telephone Number: (601) 376-4000

Email: chr's.craft@apac.com

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on May 28th, 2025.

If Bidder is:

An Individual

(Individual's Name)

(Individual's Signature)

(SEAL)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

(Firm Name)

(SEAL)

By: _____
(Signature of General Partner)

Business address: _____

Phone No.: _____

A CorporationAPAC-MS, Inc.

(Corporation Name)

By: [Signature]Title: Estimator

(Signature of person authorized to sign)

(Corporate Seal)

Attest: [Signature]

(Secretary)

Delaware

(State of incorporation)

Business address: P.O. Box 24508Jackson MS, 39225-4508Phone No.: (601) 376-4000**A Joint Venture**

(Joint Venture)

(SEAL)

By: _____

(Signature of Joint Venturer)

(Address)

By: _____

(Signature of Joint Venturer)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-CHU-25-198

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC - Mississippi, Inc.

P. O. Box 24508

Jackson, MS 39225

OWNER:

(Name, legal status and address)

Hinds County MS Board of Supervisors

316 South President Street

Jackson, MS 39201

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company

202B Halls Mill Road

Whitehouse Station, NJ 08889-3454

State of Inc: Indiana

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 of Amount Bid (5%)

PROJECT:

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

HUD BEAUTIFICATION - Utica, MS and Related Items

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 19th day of May, 2025

Ashley Gatenwood
(Witness)

[Signature]
(Principal) APAC - Mississippi, Inc.

(Title)

Assistant Secretary

(Surety)

Federal Insurance Company

(Seal)

[Signature]
(Witness) Rita Alfano

(Title)

Kimberly Leonard, Attorney-in-Fact



Power of Attorney

**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company**

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Kimberly Leonard

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **July, 2024**.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this **19th** day of **July, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **May 19, 2025**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com