



**439 Dory St., Jackson, Ms 39201**  
**Phone: (601) 352-5940**

## **BID DOCUMENTS ENCLOSED**

**Bid for Project # 18301**

**Title: Vicksburg Warren School District Reroof, Phase I**  
**Contract A: 18301 Beechwood Elementary Reroof**

**Mississippi Certificate of Responsibility # 05871-MC**

**To be Opened: June 28, 2018 @ 2:00 p.m.**

<b>To:</b>	<b>Attn: Mr. Chad Shealy</b>
	<b>Vicksburg Warren School District</b>
	<b>1500 Mission 66</b>
	<b>Vicksburg, MS 39180</b>
	<b>(601) 638-5122</b>

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

## 1.1 BID INFORMATION

- A. Bidder: E. Cornell Malone Corporation
- B. Project Name: Vicksburg Warren School District Reroofs, Phase 1. Contract A: 18031 Beechwood Elementary Reroof.
- C. Project Location: Beechwood Elementary, 999 Highway 27, Vicksburg, MS 39180.
- D. Owner: Vicksburg Warren School District
- E. Architect: Dale | Bailey, an Association.
- F. Architect Project Numbers: 18031 / 18040.

## 1.2 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 Dale | Bailey, an Association 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. CONTRACT A: BEECHWOOD ELEMENTARY REROOF

one million three hundred twenty two thousand five hundred seventy and 00/100's Dollars

(\$ 1,322,570.00 ).

## 1.3 THE ABOVE LUMP SUM PRICE INCLUDES THE FOLLOWING ALLOWANCE(S):

1. ☒ Lump Sum Contingency Allowance for Contract A – Beechwood Elementary Reroof: Twenty Five Thousand Dollars (\$25,000.00). (Check and verify if submitting bid for Contract A).

## 1.4 UNIT PRICES FOR CONTRACT A – BEECHWOOD ELEMENTARY REROOF: Provide the following Unit Prices for Contract A. Refer to Section 012200 for further description and information.

- A. Unit Price No. 1: Replacement of Roof Drain Piping \$ 60.00 /Lineal Foot.

## 1.5 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. \_\_\_\_\_ five percent \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ 5% \_\_\_\_\_).

- 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.

## 1.6 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 within 225 Calendar Days.

## 1.7 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 06/ 12/ 2018.
2. Addendum No. 2, dated 06/ 20/ 2018.
3. Addendum No. 3, dated \_\_\_\_\_.
4. Addendum No. 4, dated \_\_\_\_\_.

## 1.8 BID SUPPLEMENTS

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

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

## 1.9 CONTRACTOR'S LICENSE


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

## 1.10 PARTICIPATION

- A. The owner has set as a goal a 10% participation of locally owned companies for these projects and a goal of 10% minority/woman owned participation for these projects. The undersigned

acknowledges these goals and agrees to provide and document a good faith effort in writing of their efforts to obtain these goals within 7 days of notification of award of contract.

## 1.11 SUBMISSION OF BID

- A. Respectfully submitted this 28 day of June, 2018.
- B. Submitted By E. Cornell Malone Corporation  
(Name of bidding firm or corporation)
- C. Authorized Signature:   
(Handwritten signature)
- D. Signed By: Ryan H. Malone  
(Type or print name)
- E. Title Vice President  
(Owner/Partner/President/Vice President).
- F. Street Address 439 Dory Street
- G. City Jackson State, MS Zip 39201
- H. Phone: 601-352-5940
- I. License No.: 05871-MC

END OF DOCUMENT 004113

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acknowledges these goals and agrees to provide and document a good faith effort in writing of their efforts to obtain these goals within 7 days of notification of award of contract.

## 1.11 SUBMISSION OF BID

- A. Respectfully submitted this 28 day of June, 2018.
- B. Submitted By E. Cornell Malone Corporation  
(Name of bidding firm or corporation)
- C. Authorized Signature:   
(Handwritten signature)
- D. Signed By: Ryan H. Malone  
(Type or print name)
- E. Title Vice President  
(Owner/Partner/President/Vice President).
- F. Street Address 439 Dory Street
- G. City Jackson State, MS Zip 39201
- H. Phone: 601-352-5940
- I. License No.: 05871-MC

END OF DOCUMENT 004113

## AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

E. Cornell Malone Corporation  
439 Dory Street  
Jackson, MS 39201

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland  
P.O. Box 1227  
Baltimore, MD 21203

OWNER (Name, legal status and address):

Vicksburg Warren School District  
1500 Mission 66  
Vicksburg, MS 39180

Bond Amount: Five Percent of Amount Bid (5%)

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

Vicksburg Warren School District Reroofs, Phase 1  
Contract A: 18031 Beechwood Elementary Reroof  
Contract B: 18040 Warren Central High Reroof

Project Numbers: 18031/18040

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 in to 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 by the 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 28th day of June, 2018

(Witness)

(Witness)

(Principal)

(Seal)

Roman C. Malone, President

(Title)

(Surety)

(Seal)

Emily Murphy, Attorney-in-Fact  
(Title)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Emily MURPHY, of Jackson, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of October, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
Assistant Secretary  
Dawn E. Brown

  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 13th day of October, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28<sup>th</sup> day of June, 20 18.



*David McVicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056