

Proposal To: Desoto County Board of Education
5 East South Street
Hernando, MS 38632
Attn: Cory Uselton

Bid For: Horn Lake Elementary School Paving Project
Desoto County Schools
Horn Lake, Mississippi

Project No.: # 63421

Proposal From: J.M. Duncan INC.
PO Box 1355
Ripley, MS 38663

C.O.R. #: 16029-MC

Proposal Date: March 5th, 2024 @ 3:00 PM



Allen&Hoshall
engineers-architects-surveyors

PROJECT MANUAL

Allen & Hoshall, PLLC
1661 International Drive
#100
Memphis, Tennessee 38120

Job No. 63421
FEBRUARY 2024

HORN LAKE ELEMENTARY SCHOOL

PAVING PROJECT

DESOTO COUNTY SCHOOLS

HORN LAKE, MISSISSIPPI

SECTION 00 4100

BID PROPOSAL FORM

Project Identification: HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI

This Bid is Submitted to: DESOTO COUNTY BOARD OF EDUCATION
5 EAST SOUTH STREET
HERNANDO, MISSISSIPPI 38632
ATTN: CORY USELTON

This Bid is Submitted from (Contractor):

J.M. Duncan Inc.

P.O. Box 1355

Ripley, MS 38663

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 forty-five (45) 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:
 - (1) 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.
 - (2) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts the determination set forth in the General Conditions.
 - (3) 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.

- (4) 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.
- (5) 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.
- (6) 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 Engineer/Architect is acceptable to Bidder.
- (7) 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.

HORN LAKE ELEMENTARY SCHOOL PAVING PROJECT**UNIT PRICE SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
2	Remove Concrete Pavement	50	SY	50. ⁰⁰	2,500. ⁰⁰
3	Remove Asphalt Pavement	140	SY	20. ⁰⁰	2,800. ⁰⁰
4	Remove Asphalt Curb	800	LF	16. ⁰⁰	12,800. ⁰⁰
5	Remove Chain Link Fence	120	LF	10. ⁰⁰	1,200. ⁰⁰
6	Remove Gate	2	EA	500. ⁰⁰	1,000. ⁰⁰
7	Mill Asphalt Pavement (1.5" Depth)	4,400	SY	6.25	27,500. ⁰⁰
8	Undercut Excavation	600	CY	50. ⁰⁰	30,000. ⁰⁰
9	Granular Base for Undercut Backfill and Full Depth Repair	1,200	TON	70. ⁰⁰	84,000. ⁰⁰
10	Asphalt Base	40	TON	250. ⁰⁰	10,000. ⁰⁰
11	1.5" Asphalt Surface Course	4,600	SY	17. ⁰⁰	78,200. ⁰⁰
12	Crack Sealant	400	LF	8. ⁰⁰	3,200. ⁰⁰
13	Crack Repair	200	LF	8. ⁰⁰	1,600. ⁰⁰
14	Vertical Curb	740	LF	34. ⁰⁰	25,160. ⁰⁰
15	Concrete Sidewalk	20	SY	125. ⁰⁰	2,500. ⁰⁰
16	30' Sliding Gate	1	EA	7,000. ⁰⁰	7,000. ⁰⁰
17	20' Sliding Gate	1	EA	4,800. ⁰⁰	4,800. ⁰⁰
18	6' Chain Link Fence	60	LF	42. ⁰⁰	2,520. ⁰⁰
19	Pavement Marking	1	LS	5,300. ⁰⁰	5,300. ⁰⁰
20	Handicap Ramp	10	SY	200. ⁰⁰	2,000. ⁰⁰
21	Handicap Signage and Post	2	EA	350. ⁰⁰	700. ⁰⁰
22	Wheel Stops	2	EA	300. ⁰⁰	600. ⁰⁰
TOTAL BASE BID				335,380.⁰⁰	

TOTAL OF UNIT PRICE ITEMS NO. 1 THRU 22 (BASE BID) INCLUSIVE IN WORDS:

*Three Hundred Thirty Five Thousand, Three Hundred Eighty*DOLLARS AND Zero CENTS (\$ 335,380.⁰⁰).**CONTINGENCY ALLOWANCE**

1	Contingency Allowance for use according to Owner's Instructions	\$10,000
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5. Receipt of the following Addenda is hereby acknowledged: 1
 (Insert number of all addenda received; if no addenda received, insert "None".)

"Revised 2-22-24"
 Addendum No. 1

BID FORM

00 4100-3

6. If awarded this Contract, I, (We), the Bidder, agree to execute a Contract and start Work on a date set to start in a Notice to Proceed which will be issued on or about MARCH 30, 2024. Substantial Completion shall be achieved on or before JULY 15, 2024. Final Completion shall be achieved on or before AUGUST 2, 2024, subject to the terms and conditions of the Contract.

Bidder accepts the provisions of the "General Conditions of the Contract for Construction" as to liquidated damages in the event of failure to complete the Work on time. **Liquidated damages are set at \$1,000.00 per calendar day beyond substantial completion and final completion.**

7. The following documents are attached to and made a condition of this Bid:

(8) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.

8. Communications concerning this Bid shall be addressed to: **MATT DUNCAN**

The address of Bidder indicated below.

The following address:

J. M. Duncan Inc.

P.O. Box 1355

Ripley, MS 38663

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 3/5, 2024

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)

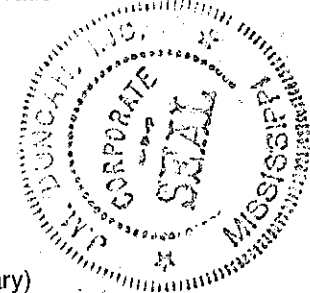
Business address _____

Phone No.: _____

A Corporation:

J.M. Duncan Inc. (Corporation
Name)

By: [Signature] Title: PRESIDENT
(Signature of person authorized to sign) (Corporate Seal)



Attest:

[Signature] (Secretary)

Mississippi
(State of Incorporation)

Business address: P.O. Box 1355
Ripley, MS 38663

Phone No.: 662-882-3231

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 SECTION



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **J. M. Duncan, Inc.**

as Principal, hereinafter called the Principal and **Western Surety Company**

a corporation duly organized under the laws of the State of **South Dakota**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Desoto County School District, 5 East South Street, Hernando, MS 38632**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ 5%),

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.

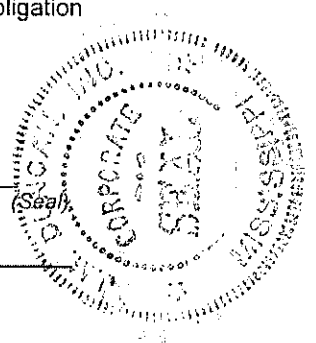
WHEREAS, the Principal has submitted a bid for **Horn Lake Elementary School Paving Project Horn Lake, MS – Project No. 63421**

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 **5th** day of **March**, 2024

Raella Bayl
(Witness)

{ J. M. Duncan, Inc.
(Principal)
PRESIDENT
(Title)



Janice McCoy
(Witness)
Janice McCoy

{ Western Surety Company
(Surety)
Cooper W. Permenter
(Title)
Cooper W. Permenter, Attorney-in-fact
MISSISSIPPI RESIDENT AGENT



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Keith W Brown, Mark E Harris, W W Jones II, Tona J Hunter, Joseph Madden III, Richard L Powell, Ric Stallings, Cooper W Permenter, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 1st day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**ADDENDUM NO. 1 - TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI**

FEBRUARY 22, 2024

This addendum forms a part of the Contract Documents and modifies the original specifications and drawings, dated 2-1-24 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of 1 page and 13 attachments.

- Item No. 1: PRE-BID MEETING MINUTES AND SIGN-IN SHEET: See attached Pre-Bid Meeting Minutes and Sign-In Sheet, consisting of 3 pages, and dated February 15, 2024.
- Item No. 2: SPECIFICATIONS SECTION 00 0004 – LIST OF DRAWINGS: Remove and destroy this sheet and insert the attached revised Section 00 0004 – LIST OF DRAWINGS, consisting of 1 page and marked "Revised 2-22-24" in lower left corner.
- Item No. 3: SPECIFICATIONS, SECTION 00 4100 – BID FORM: Remove and destroy this section and insert the attached revised Section 00 4100 – BID FORM, consisting of 6 pages and marked "Revised 2-22-24" in lower left corner.
- Item No. 4: DRAWINGS, SHEET C0.1 – EXISTING CONDITIONS AND DEMOLITION PLAN: Remove and destroy this sheet and insert the attached revised Sheet C0.1 – EXISTING CONDITIONS AND DEMOLITION PLAN dated 2-22-24.
- Item No. 5: DRAWINGS, SHEET C1.1 – SITE PLAN: Remove and destroy this sheet and insert the attached revised Sheet C1.1 – SITE PLAN dated 2-22-24.
- Item No. 6: DRAWINGS, SHEET C5.2 – DETAILS: Remove and destroy this sheet and insert the attached revised Sheet C5.2 – DETAILS dated 2-22-24.

ALLEN & HOSHALL, PLLC
ENGINEERS ARCHITECTS
1661 INTERNATIONAL DRIVE
SUITE 100
MEMPHIS, TENNESSEE
38120

JOB NO. 63421

Rally
Jim Duncan Inc.