

SECTION 00 4100

BID PROPOSAL FORM

Project Identification: DESOTO COUNTY SCHOOL DISTRICT
SOUTHAVEN MIDDLE SCHOOL FLOORING PROJECT
DESOTO COUNTY, 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):

Wagner General Contractors, Inc.

7540 Bartlett Corporate Drive

Bartlett, TN 38133

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.

4. SOUTHAVEN MIDDLE SCHOOL FLOORING PROJECT

4A. LUMP SUM BASE BID PRICE SHALL INCLUDE THE FOLLOWING ALLOWANCES:

1	Contingency Allowance for use according to Owner's Instructions	\$7,500.00
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4B. LUMP SUM BASE BID: The completed and related work, as indicated on the contract drawings and/or described in the Specifications for the following LUMP SUM BASE BID. The LUMP SUM BASE BID shall include the Total Bid Price and the amount listed for Allowances in paragraph 4A.

SEVENTY TWO THOUSAND FIVE HUNDRED

DOLLARS AND ZERO CENTS (\$ 72,500.00)

5. SELECTED SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
FLOORING DIVISION 9	SIGNATURE FLOORING	10120 HWY 178 OLIVE BRANCH, MS.

6. Receipt of the following Addenda is hereby acknowledged: #1 (dated 03/29/19)

(Insert number of all addenda received; if no addenda received, insert "None".)

7. 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 APRIL 17, 2019. Substantial Completion shall be achieved on or before JULY 29, 2019. Final Completion shall be achieved on or before AUGUST 29, 2019, subject to the terms and conditions of the Contract. Physical work on site shall not commence until May 24th which is the last day of school.

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. Bidder also agrees to provide supplemental support as outlined in the contract documents if project does not meet completion requirements on time.**

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

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

9. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

7540 Bartlett Corporate Drive

Bartlett, TN 38133

11. 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 April 3, 2019.

If Bidder is:

An Individual:

N/A

(Individual's Name)

(SEAL)

(Individual's Signature)

doing business as:

Business address:

Phone No.:

A Partnership:

_____ N/A _____ (SEAL)
(Firm Name)

By: _____
(Signature of General Partner)

Business address _____

Phone No.: _____

A Corporation:

Wagner General Contractors, Inc.
(Corporation Name)

By: Shelton Allen Wagner, Jr. Title: Shelton Allen Wagner, Jr., President
(Signature of person authorized to sign) (Corporate Seal)

Attest:

Alicia M. Wagner _____ (Secretary)
Alicia M. Wagner, Secretary/Treasurer

Tennessee
(State of Incorporation)

Business address: 7540 Bartlett Corporate Drive

Bartlett, TN 38133

Phone No.: 901-386-0060

A Joint Venture:

_____ N/A _____ (SEAL)
(Joint Venture)

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 **Wagner General Contractors, Inc.**

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 **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 **Southaven Middle School Flooring Project, 899 Rasco Road, Southaven, MS 38671**

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 **3rd** day of **April**, **2019**.

[Signature]
(Witness)

Wagner General Contractors, Inc.
[Signature] (Principal) (Seal)

Shelton Allen Wagner, Jr., President
(Title)

[Signature]
(Witness)
Janice McCoy

Travelers Casualty and Surety Company of America

(Surety) (Seal)

[Signature]
(Title)
Joseph Madden III, Attorney-in-Fact

COUNTERSIGNED

BY: *[Signature]*
Tona J. Hunter Mississippi Resident Agent



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph Madden, III of Memphis, Tennessee** their true and lawful Attorney-in-Fact 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 **3rd** day of **February**, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **April**, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

PHONE # (901) 386-0060
FAX # (901) 383-2736



7540 BARTLETT CORPORATE DR.
BARTLETT, TN 38133

April 3, 2019

Desoto County Board of Education
5 East South Street
Hernando, MS 38632
Att'n: Cory Uselton

RE: Southaven Middle School Flooring Project

TO WHOM IT MAY CONCERN:

Non-Resident Contractors

Under Miss. Code, Section 31-3-21 (Preference to Resident Contractors), a non-resident Contractor must submit with its bid proposal a copy of its resident state's statute pertaining to such state's treatment of non-resident contractors.

Wagner General Contractors, Inc. states:

The State of Tennessee does not have a state policy on non-resident contractors.

Sincerely,

WAGNER GENERAL CONTRACTORS, INC.

A handwritten signature in blue ink that reads "Shelton Allen Wagner Jr." in a cursive script.

Shelton Allen Wagner, Jr.
President

SAW/lb