

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

1.1 BID INFORMATION

- A. Bidder: Flagstar Construction Company, Inc.
- B. Project Name: Bowmar Elementary, Vicksburg Warren School District
- C. Project Location: 912 Bowmar Ave, Vicksburg, MS 39180.
- D. Owner: Vicksburg Warren School District
- E. Architect: Dale | Bailey, an Association.
- F. Architect Project Number: 18045

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. BASE BID

Six million one hundred thousand — Dollars
(\$ 6,100,000⁰⁰).

1.3 THE ABOVE LUMP SUM PRICE INCLUDES THE FOLLOWING ALLOWANCE(S) Refer to Section 012100 for Additional Information:

- A. Allowance No. 1: Lump Sum Contingency Allowance. Two Hundred Thousand Dollars (\$200,000.00).
- B. Allowance No. 2: Lump Sum Door Hardware Allowance: Twenty-Two Thousand Dollars (\$22,000.00).
- C. Allowance No. 3: Lump Sum Combo Intercom/Audio/Camera System by Audio Enhancements: Two Hundred Forty-One Thousand Nine Hundred Eighty-Five Dollars and Sixty-Six Cents (\$241,985.66).
- D. Allowance No. 4: Lump Sum HVAC Control Integration Allowance: Three Thousand Five Hundred Dollars (\$3,500.00).

- E. Allowance No. 5: Lump Sum Assembly Seating Restoration Allowance: Seventy-Five Thousand Dollars (\$75,000.00).

1.4 UNIT RATES – Refer to Section 012200 for Additional Information.

- A. Unit Price No. 01 – Provide unit price per square foot to restore existing plaster walls and ceilings (in excess of the 20% plaster restoration provided in the base bid)

\$ 30⁰⁰ / Sq. Ft.

1.5 ALTERNATES – Refer to Section 012300 for Additional Information.

- A. Additive Alternate No. 01: Exterior restoration and painting of the entirety of the existing building, including but not limited to wall surface repairs, soffit repairs, exterior doors and frames with painted finishes, demolition and replacement of exterior sealants, and painting of the entire exterior including doors, frames and windows. The following items are included in the base bid: the restoration of the exterior wall to repair damage at areas of mechanical and electrical demolition, roof edges and associated metal trim, gutters, and downspouts. Existing exterior signage to be protected during exterior restoration.

Two hundred sixty-three thousand — Dollars
(\$ 263,000⁰⁰).

- B. Additive Alternate No. 02: Demolition and replacement of the existing concrete driveway within the limits shown on the Civil site plans. The new concrete pavement shall match the existing grade elevations and shall be jointed to meet the requirements of the bid documents. All costs associated with the demolition and disposal of existing pavement, subgrade preparation, and new concrete pavement construction shall be included in this alternate price.

One hundred sixty-six thousand — Dollars
(\$ 166,000⁰⁰).

- C. Additive Alternate No. 03: Existing steel window restoration, including but not limited to entirely removing existing caulk and glazing putty, installing new caulk and glazing putty, abrasion blasting window down to bare metal, painting all steel window parts, restoring or replacing window hardware to provide proper window operations, and the reinstallation or replacement of all window glazing; expect to replace one hundred percent (100%) of the glazing, but salvage existing glass where possible. Refer to notes and window elevations on sheet A-623. Repair any damage to adjacent materials caused by this work.

Five hundred sixty-five thousand — Dollars
(\$ 565,000⁰⁰).

1.6 BD 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 of the Bid Amount Dollars

(\$ Five Percent of Bid)

- 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.

1.7 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 anticipated to be issued by Architect no later than 02 March 2020, and shall fully complete the Work by 30 July 2021.

1.8 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 February 14, 2020.
2. Addendum No. 2, dated February 20, 2020.
3. Addendum No. 3, dated February 21, 2020.
4. Addendum No. 4, dated _____.

1.9 BID SUPPLEMENTS

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

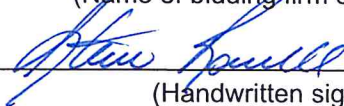
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.10 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.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this 25th day of February, 20 20.

- B. Submitted By Flagstar Construction Company, Inc
(Name of bidding firm or corporation)
- C. Authorized Signature: 
(Handwritten signature)
- D. Signed By: Steve Rowell
(Type or print name)
- E. Title President
(Owner/Partner/President/Vice President).
- F. Street Address 2006 Aspen Cove
- G. City Brandon State, Mississippi Zip 39042
- H. Phone: 601-824-4646
- I. License No.: 10817-MC

END OF DOCUMENT 004113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Flagstar Construction Company, Inc.
2006 Aspen Cove
Brandon, MS 39042

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

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.

OWNER:

(Name, legal status and address)

Vicksburg Warren School District
1500 Mission 66
Vicksburg, MS 39180

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

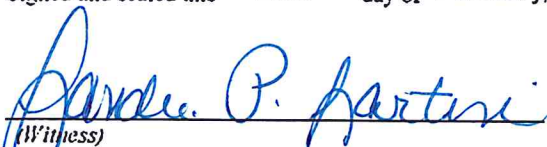
Project No. 18045, Bowmar Elementary Finishes, Vicksburg, Mississippi

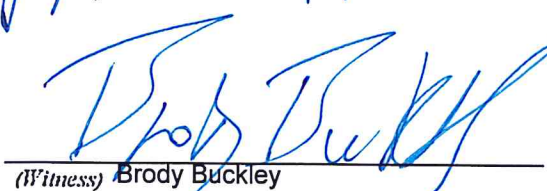
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 25th day of February, 2020


(Witness)


(Witness) Brody Buckley

Flagstar Construction Company, Inc.

(Principal)

(Seal)

By:

(Title)

Arch Insurance Company

(Surety)

(Seal)

By:

(Title) Triha Cobb

Attorney-in-Fact

Resident Mississippi Agent/Fisher Brown Bottrell Insurance, Inc.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Trina Cobb

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: Flagstar Construction Company, Inc.

Obligee: Vicksburg Warren School District

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

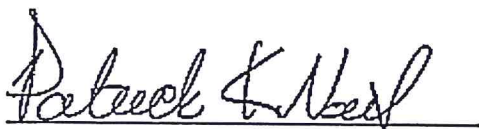
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

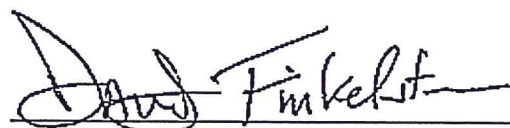
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2017.

Attested and Certified

Arch Insurance Company





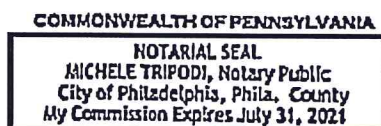
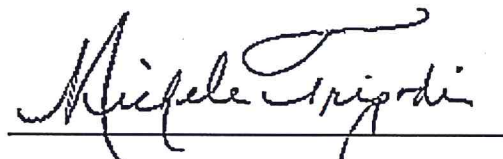
Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

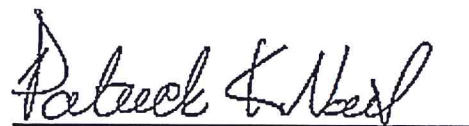



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 28, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of February, 2020.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

