

## BID DOCUMENTS

PROPOSAL FOR: Olive Branch High School Roof Replacement  
9366 E. Sandidge Rd.,  
Olive Branch, Mississippi 38654

JOB NO: 62921

TO: Desoto County School District  
5 East South Street,  
Hernando, Mississippi 38632

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BIDDER: Roofing Solutions, LLC DBA Roofing Solutions of Louisiana LLC  
37302 Commerce Lane,  
Prairieville, LA 70769

CERTIFICATE OF RESPONSIBILITY NO: 18309-SC

BID TO BE OPENED ON: March 31<sup>st</sup>, 2020 @ 02:00 PM

## SECTION 00 4100

## BID PROPOSAL FORM

Project Identification: DESOTO COUNTY SCHOOL DISTRICT  
OLIVE BRANCH HIGH SCHOOL REROOF  
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):

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Roofing Solutions, L.L.C. DBA Roofing Solutions of Louisiana, L.L.C.

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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. OLIVE BRANCH HIGH SCHOOL

##### 4A. LUMP SUM BASE BID SHALL INCLUDE THE FOLLOWING UNIT PRICE ALLOWANCES PERTAINING TO OLIVE BRANCH HIGH SCHOOL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Decking	2,500	SF	\$ 8.00	\$ 20,000
2	Nailers/Blocking	3,000	BF	\$ 6.50	\$ 19,500

TOTAL BID PRICE FOR UNIT PRICE ALLOWANCES INCLUSIVE IN WORDS:

One Million Four Hundred Eight Thousand Three Hundred

DOLLARS AND 00/100 CENTS(\$ 1,408,200.00 ).

##### 4B. LUMP SUM BASE BID PRICE SHALL INCLUDE THE FOLLOWING ALLOWANCES PERTAINING TO OLIVE BRANCH HIGH SCHOOL

1	Contingency Allowance for use according to Owner's Instructions	\$75,000
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4C. LUMP SUM BASE BID FOR OLIVE BRANCH HIGH SCHOOL: 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 for the Unit Price Allowances and the amount listed for Allowances in paragraph 4A and 4B.

One Million Four Hundred Eighty Three Thousand Three Hundred

DOLLARS AND 00/100 CENTS(\$ 1,483,300.00 ).

9. Receipt of the following Addenda is hereby acknowledged: 04  
(Insert number of all addenda received; if no addenda received, insert "None".)

10. 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 at the beginning of APRIL 2020. On-site work can begin on MAY 22, 2020 (last day of school). Substantial Completion shall be achieved on or before JANUARY 15, 2021. Final Completion shall be achieved on or before FEBRUARY 12, 2021, 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.**

11. 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.

12. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

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37302 Commerce Lane, Prairieville, Louisiana 70769

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13. 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 March 31st, 20 20.

If Bidder is:

An Individual:

\_\_\_\_\_  
Name) \_\_\_\_\_ (Individual's

\_\_\_\_\_  
(Individual's Signature) \_\_\_\_\_ (SEAL)

doing business as:

\_\_\_\_\_  
N/A

Business address:

\_\_\_\_\_  
N/A

Phone No.: \_\_\_\_\_  
N/A

A Partnership:

\_\_\_\_\_  
(Firm Name) \_\_\_\_\_ (SEAL)


By: \_\_\_\_\_  
(Signature of General Partner)

Business address \_\_\_\_\_  
N/A

Phone No.: \_\_\_\_\_  
N/A

A Corporation:

Roofing Solutions, L.L.C. DBA Roofing Solutions of Louisiana, L.L.C. (Corporation  
Name)

By:  Title: Authorized Representative  
(Signature of person authorized to sign) (Corporate Seal)

Attest:

Stephanie Navarez (Secretary)

Louisiana  
(State of Incorporation)

Business address: 37302 Commerce Lane,

Prairieville, Louisiana 70769

Phone No.: 225-744-3912

A Joint Venture:

N/A (SEAL)  
(Joint Venture)

By: N/A  
(Signature of Joint Venturer)

N/A (Address)

By: N/A  
(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™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Roofing Solutions, LLC DBA Roofing Solutions of Louisiana LLC

37302 Commerce Lane

Prairieville, LA 70769

### OWNER:

(Name, legal status and address)

DeSoto County School District

5 East South Street

Hernando, MS 38632

**BOND AMOUNT:** Five Percent (5%) of Total Amount Bid

### PROJECT:

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

Job No. 6292, Olive Branch High School Roof Replacement

### SURETY:

(Name, legal status and principal place of business)

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

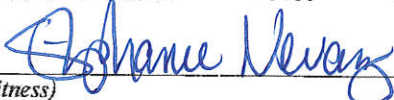
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 31st day of March 2020

  
(Witness)

Roofing Solutions, LLC DBA Roofing Solutions of Louisiana LLC  
(Principal) (Seal)

(Title)

SureTec Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Mary Catherine Turner, Attorney-in-Fact

Init.

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09/11/10



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Mary Catherine Turner, Meghann Turner, Garrett Turner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 15th day of March, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

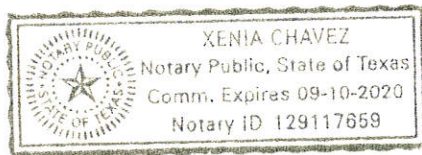
John Knox Jr., CEO

State of Texas  
County of Harris

ss:



On this 15th day of March, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 31<sup>st</sup> day of March, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



# CORPORATE RESOLUTION

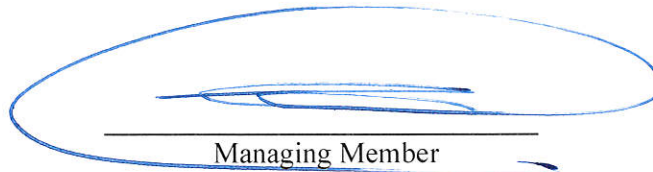
BE IT RESOLVED by the Board of Directors of  
Roofing Solutions, L.L.C. DBA Roofing Solutions of Louisiana, L.L.C.  
in a meeting duly assembled,  
that Ileana Romero (Name), Authorized Representative (Title),  
of the Corporation, be, and she is hereby authorized, empowered and  
directed for and on behalf of the Corporation to negotiate for and sign  
any and all bid proposals and/or contracts which this Corporation might  
enter into for the furnishing of services for the Corporation under such terms,  
conditions and stipulates, and for such consideration as he might deem to be in  
the best interest of the Corporation.

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I, Tupac de La Cruz (Name), Secretary of  
Roofing Solutions, L.L.C. DBA Roofing Solutions of Louisiana, L.L.C.  
do hereby certify that the above  
and foregoing is a true and correct copy of a Resolution unanimously  
adopted at a meeting of the Board of Directors of said Corporation held  
on the day 06 of January, 2020, at which meeting all members  
of the Board of Directors were present and voted thereon and that said Resolution  
has been spread upon the minute books of the Corporation, and same is now in full  
force and effect.

WITNESS MY SIGNATURE this 3<sup>rd</sup> day of March 2020, at

Roofing Solutions, L.L.C. DBA  
Roofing Solutions of Louisiana, L.L.C

  
\_\_\_\_\_  
Managing Member

LSA-R.S. 38:2225

§ 2225. Preference in letting contracts for public work

Effective: August 1, 2014

Currentness

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Credits

Acts 1977, No. 103, § 1. Amended by Acts 1983, No. 43, § 1, eff. June 17, 1983; Acts 1984, No. 894, § 2; Acts 2014, No. 759, § 1.

Notes of Decisions (6)

LSA-R.S. 38:2225, LA R.S. 38:2225

The Civil Code and Code of Criminal Procedure are current through the 2015 Regular Session with Acts effective on or before December 31, 2015. All other statutes and codes are current through the 2014 Regular Session.

End of Document

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LSA-R.S. 38:2225.1

§ 2225.1. Contracts in which the state or political subdivision are participants; preferences; assistance; exclusions

Currentness

A. When a participating state agency lets a contract for a public works project that is to be administered by or paid for, in whole or in part by state funds, the agency may require as a condition of letting the contract that not less than eighty percent of the persons employed in fulfilling that contract shall be residents of the state of Louisiana.

B. (1) When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent of the persons employed in fulfilling that contract be residents of the state of Louisiana.

(2) In addition, when the governing authority of Calcasieu Parish may, upon a finding that there is substantial cause to counteract grave economic and social ills, require, as a condition of letting contracts for public works to be paid for solely with parish funds, that not less than fifty percent of the persons employed in fulfilling that contract be residents of Calcasieu Parish. Notwithstanding the provisions of this Paragraph, management personnel and persons whose skills are unavailable for performing the work may be excluded from the requirements of this Paragraph, as said governing authority may determine and provide for in the bid specifications.

C. The Louisiana Workforce Commission, upon request of any state agency, the governing authority of a political subdivision, or a contractor awarded a contract under the provision of this Section, shall assist in identifying craftsmen, laborers, and any other personnel necessary to comply with the requirements of this Section.

D. Notwithstanding the provisions of this Section, management personnel, and persons whose skills are unavailable for performing the work, shall be excluded from the requirements of this Section.

**Credits**

Added by Acts 1984, No. 361, § 1. Amended by Acts 1989, No. 787, § 1.

**Notes of Decisions (1)**

LSA-R.S. 38:2225.1, LA R.S. 38:2225.1

The Civil Code and Code of Criminal Procedure are current through the 2015 Regular Session with Acts effective on or before December 31, 2015. All other statutes and codes are current through the 2014 Regular Session.

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# State of Mississippi

## BOARD OF CONTRACTORS

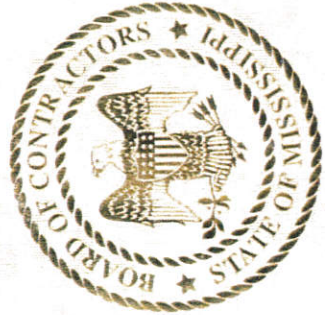
**ACTIVE**  
ROOFING SOLUTIONS, LLC DBA ROOFING SOLUTIONS OF  
LOUISIANA, LLC

37302 COMMERCE LANE  
PRAIRIEVILLE, LA 70769

is duly registered and entitled to perform

ROOFING, SHEETMETAL AND SIDING

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 10 day of Jun., 2019*



### CERTIFICATE OF RESPONSIBILITY

**No. 18309-SC**

Expires Jun. 10, 2020

*Joel A. Canell*

CHAIRMAN OF THE BOARD