

Landmark Construction General Contractor, Inc.

9:13 9/9/22 &

1897 Thomas Rd  
Memphis, TN 38134

License: 1D701-MC

Class: Municipal & Public works

Expiration: 11/4/2025

Electrical Sub:

Control Systems Inc

License 09536-MC

Class: Electrical

Exp: 10/08/23

City of Hernando  
475 West Commerce St  
Hernando, MS 38632

Bid For:  
Jay Bird Road Water Treatment Plant Improvements  
September 9, 2022 @ 10:00 AM

## JAYBIRD ROAD WATER PLANT IMPROVEMENTS

### **Mayor and Board of Aldermen:**

The Undersigned as Contractor agrees to construct the **JAYBIRD WATER PLANT IMPROVEMENTS** as set forth by the specifications and directed by the Project Engineer, and in strict conformance thereto for the following unit prices, if awarded the contract. These prices have been set forth for your acceptance as representing those prices which will constitute adequate and full compensation for all the necessary items contained in the project bid sheet to complete the work to be done.

The Contractor agrees that if he is awarded the Contract, that he will within 30 Days after presentation of same, sign the contract and execute any bonds necessary with his surety, and return said contract for the signature of the City Official and that the Bidder will commence construction within 10 days after formal notice to begin the work is received from the City Officials or the Project Engineer.

The Bidder declares that he has fully informed himself as to the conditions affecting the work and has visited the site, consulted with the Engineer if needed, examined each and every part of the contract documents, or else waives any and all claims and future claims for not having so done.

If awarded the contract for the work, the Contractor agrees to constantly and faithfully execute and complete the work within 270 calendar days after the contract is executed. The amount of liquidated damages shall be \$200 per day for each calendar day in excess of 270 days.

The unit prices quoted for doing this work are as follows:

JAYBIRD ROAD WATER PLANT IMPROVEMENTS

Item No.	Item	Quantity	Unit Cost	Total Cost
1	500 Gal. Plastic Soda Ash Tank Furnish and Installed in Water Plant Bldg.	1 EA	\$7200 <sup>cc</sup>	\$7200 <sup>cc</sup>
2	Soda Ash Pumps Furnish and Installed with Tank	2 EA	\$3600 <sup>cc</sup>	\$7200 <sup>cc</sup>
3	Chlorinator Bldg. with equipment furnish and Installed	Lump Sum	\$62,000 <sup>cc</sup>	\$62,000 <sup>cc</sup>
4	Water Plant Bldg. Addition Construction	Lump Sum	\$38,000 <sup>cc</sup>	\$38,000 <sup>cc</sup>
5	1000 gpm. Aerator w/ Steel Frame Furnish and Installed	Lump Sum	\$212,000 <sup>cc</sup>	\$212,000 <sup>cc</sup>
6	High Pressure Service Pump Furnish and Installed	Lump Sum	\$63,000 <sup>cc</sup>	\$63,000 <sup>cc</sup>
7	New 100,000 Gal. Ground Storage Tank	Lump Sum	<del>\$509,000<sup>cc</sup></del> <del>\$31<sup>cc</sup></del> MAX	<del>\$509,000<sup>cc</sup></del> <del>\$7,776<sup>cc</sup></del> MAX
8	Concrete Bldg. Slab	216 SF	\$36 <sup>cc</sup>	\$7,776 <sup>cc</sup>
9	Concrete Sidewalk	200 SF	\$23 <sup>cc</sup>	\$4,600 <sup>cc</sup>
10	Concrete for Tank Ring	97 FT	\$200 <sup>cc</sup>	\$19,400 <sup>cc</sup>
11	Concrete for Generator Bldg.	240 SF	\$130 <sup>cc</sup>	\$31,200 <sup>cc</sup>
12	Required Electrical	Lump Sum	\$93,000 <sup>cc</sup>	\$93,000 <sup>cc</sup>
13	Modification for Well # 2 Connection	Lump Sum	\$7,200 <sup>cc</sup>	\$7,200 <sup>cc</sup>
14	Service Pump Connection to 12" Main	Lump Sum	\$14,000 <sup>cc</sup>	\$14,000 <sup>cc</sup>
15	Weather Proofing Pipe	Lump Sum	\$6,000 <sup>cc</sup>	\$6,000 <sup>cc</sup>
16	Soda Ash Tank Mixer	Lump Sum	\$6,000 <sup>cc</sup>	\$6,000 <sup>cc</sup>
17	12" Water Main C900	80 FT	\$170 <sup>cc</sup>	\$13,600 <sup>cc</sup>

JAYBIRD ROAD WATER PLANT IMPROVEMENTS

Item No	Item	Quantity	Unit Cost	Total Cost
18	10" Water Main C900	120 FT	\$115 <sup>00</sup>	\$13,800 <sup>00</sup>
19	8" Water Main C900	24 FT	\$340 <sup>00</sup>	\$8,160 <sup>00</sup>
20	12" Tee	1 Ea	\$1,400 <sup>00</sup>	\$1,400 <sup>00</sup>
21	12" Check Valve	1 EA	\$8,000 <sup>00</sup>	\$8,000 <sup>00</sup>
22	10" Tee	1 EA	\$1,200 <sup>00</sup>	\$1,200 <sup>00</sup>
23	10"x 6" Tees	4 Ea	\$535 <sup>00</sup>	\$2,140 <sup>00</sup>
24	12" – 45 Degree Ells	4 EA	\$575 <sup>00</sup>	\$2,300 <sup>00</sup>
25	12" Flange Fitting	2 EA	\$770 <sup>00</sup>	\$1,540 <sup>00</sup>
26	10" – 90 degree Ells	4 EA	\$535 <sup>00</sup>	\$2,140 <sup>00</sup>
27	12" x 10" Reducer	1 EA	\$1,200 <sup>00</sup>	\$1,200 <sup>00</sup>
28	12" Long Sleeves	4 EA	\$1,900 <sup>00</sup>	\$7,600 <sup>00</sup>
29	10" Long Sleeves	3 EA	\$540 <sup>00</sup>	\$1,620 <sup>00</sup>
30	12" Gate Valves	5 EA	\$4,500 <sup>00</sup>	\$22,500 <sup>00</sup>
31	10" Gate Valves.	1 EA	\$4,400 <sup>00</sup>	\$4,400 <sup>00</sup>
32	6 " Gate Valves	1 EA	\$2,700 <sup>00</sup>	\$2,700 <sup>00</sup>
33.	8 " SDR 26 Drainage Pipe	90 ft.	\$120 <sup>00</sup>	\$10,800 <sup>00</sup>
34.	12" SDR 26 Drainage Pipe	610 ft	\$95 <sup>00</sup>	\$57,950 <sup>00</sup>
35.	8" x 6" y's PVC	2 ea.	\$890 <sup>00</sup>	\$1,780 <sup>00</sup>
36.	12" x 6" Y's PVC	2 ea.	\$980 <sup>00</sup>	\$1,960 <sup>00</sup>
37.	12" – 22 1/2 Ells PVC	2 ea.	\$970 <sup>00</sup>	\$1,940 <sup>00</sup>

JAYBIRD ROAD WATER PLANT IMPROVEMENTS

Item No.	Item	Quantity	Unit Cost	Total Cost
38.	6" SDR 26 Drainage Pipe	30 ft	\$ 65 <sup>00</sup>	\$ 1,950 <sup>00</sup>
39.	Open Cut Road	40 ft.	\$ 145 <sup>00</sup>	\$ 5,800 <sup>00</sup>
40.	Headwall 12" Pipe	2 ea.	\$ 4,000 <sup>00</sup>	\$ 8,000 <sup>00</sup>
41.	6' x 6' Inlet	Lump Sum	\$ 13,500 <sup>00</sup>	\$ 13,500 <sup>00</sup>
42.	4' x 4' Inlet	Lump Sum	\$ 12,000 <sup>00</sup>	\$ 12,000 <sup>00</sup>
43.	Connection of Chemical lines to Aerator	Lump Sum	\$ 11,000 <sup>00</sup>	\$ 11,000 <sup>00</sup>
44.	610 Lime Stone	50 Tons	\$ 122 <sup>00</sup>	\$ 6,100 <sup>00</sup>
45.	Sand Bedding	130 Tons	\$ 72 <sup>00</sup>	\$ 9,360 <sup>00</sup>
46.	Paint and Repair Existing Bldg.	Lump Sum	\$ 10,000 <sup>00</sup>	\$ 10,000 <sup>00</sup>
47.	New Heat and Air Unit	Lump Sum	\$ 3,500 <sup>00</sup>	\$ 3,500 <sup>00</sup>
48.	Connections of Drain Lines	4 Ea	\$ 1,500 <sup>00</sup>	\$ 6,000 <sup>00</sup>
49.	Seeding and Mulch	1 Acre	\$ 4,000 <sup>00</sup>	\$ 4,000 <sup>00</sup>

ALTERNATE BID ITEM: ADD SOFT START COMPONENTS TO FOUR PUMPS \$ 31,300<sup>00</sup>

TOTAL PROJECT BID: \$ 1,347,516<sup>00</sup>

one million, three hundred & forty seven thousand five hundred & sixteen dollars & zero cents

RESPECTFULLY SUBMITTED: Landmark Construction General Contractor, Inc.

BY: Mark A. Kuntz MARK A. KUNTZ, VP

ADDRESS: 1897 Thomas Road Memphis TN 38134

PHONE: 901 277 5445

E-MAIL: MARK@LANDMARK.CO.ORG





**STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
BOARD FOR LICENSING CONTRACTORS**

Mailing Address: 500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243-1150

TELEPHONE: 800-544-7693 OR (615) 741-8307 OR FAX (615) 532-2868

<http://tn.gov/commerce/boards/contractors/>

Email: [Contractors.Home-Improvement@TN.Gov](mailto:Contractors.Home-Improvement@TN.Gov)

**Tennessee's Bid Preference Law**

This is to confirm the bid preference law for those contracting in other states bordering Tennessee. Our state requires the same of nonresident contractors as they do of resident contractors. This statute is found in T.C.A. 12-4-801 and states in part, should the bidder on a public construction project in this state be a resident of another state contiguous to Tennessee, a like reciprocal preference is allowed.

Attached is a copy of the law, under Tennessee Code Annotated, Title 12, Chapter 4 and Part 8. This may also be downloaded from the LexisNexis law resource at [www.michie.com](http://www.michie.com)

Should you need information regarding the reciprocity agreements relative to obtaining a Tennessee contractors license, this information is available from our Board's website at: <http://tn.gov/commerce/boards/contractors/>

**Tennessee Code Annotated**  
**Title 12**  
**Public Property, Printing And Contracts**

**Part 8**  
**—Bidding Preferences**

**12-4-801. Definitions. —**

As used in this part, unless the context otherwise requires:

(1) “Public construction project” means and includes a public works project as defined in title 9, chapter 21;

(2) “Responsible bidder” means a person who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance; and

(3) “Responsive bidder” means a person who has submitted a bid which conforms in all material respects to all documents, whether attached or incorporated by reference, utilized for soliciting bids.

[Acts 1990, ch. 1062, § 2.]

**12-4-802. Allowance of bidding preferences — Reciprocity. —**

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

(As of 2/3/11)

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Landmark Construction General Contractor, Inc.  
1897 Thomas Road  
Memphis, TN 38134

### OWNER:

(Name, legal status and address)

City of Hernando  
475 West Commerce Street  
Hernando, MS 38632

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P. O. Box 1635

Milwaukee, WI 53201-1635

### Mailing Address for Notices

P. O. Box 1635

Milwaukee, WI 53201-1635

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.

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

### PROJECT:

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

New ground storage tank, pumps, aerator, and piping.

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 6th day of September, 2022.

Landmark Construction General Contractor, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) Russell Bowie, Attorney-in-Fact

Surety Phone No. 724-834-5000







# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MATHEW W. LIPSCOMB, III, JOHNNY R. PITTS, DEBRA COOK THACKER, L.M. BRYANT, RUBY LYNN MCCONNELL, RUSSELL BOWIE, OF MEMPHIS, TN

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of JULY, 2022.

*Karen J. Haffner*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of JULY, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*

Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-1560



Signed and sealed at the City of Brookfield, WI this 14th day of September, 2022

*Karen J. Haffner*

Assistant Secretary

LIPSCOMB & PITTS INSURANCE