

## SECTION 00400 - PROPOSAL FORM

To: Board of Education  
Natchez Adams School District  
10 Homochitto Street  
Natchez, Mississippi 39120

Date: 12/01/2020

RE: A New High School for  
Natchez Adams School District  
Architects Project Number 16-037.2

Prepared by: M3A Architects, PLLC/  
William L. McElroy AIA, NCARB  
4880 McWillie Circle  
Jackson, Mississippi 39206

Ladies and Gentlemen:

I/We having carefully examined the bid specifications and all addenda issued prior to the bid opening date, having visited the Project site and apprised myself/ourselves of the conditions affecting the work to be performed, and having obtained and correlated any other information deemed necessary by me/us to submit this bid, hereby propose to furnish all services and labor, and all supplies, materials, and equipment required to complete the work at the cost indicated herein below. I/We will not withdraw this bid for forty-five (45) days from the date of the bid opening. If written notice of acceptance of this bid is received by me/us from Natchez Adams School District Board of Education within forty five days after the date of the bid opening, I/we shall submit to the Project Administrator, within ten (10) working days after the receipt of such notice, an executed contract and all other documentation required by the bid specifications. **I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF EDUCATION NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN NATCHEZ ADAMS SCHOOL DISTRICT AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH NATCHEZ ADAMS SCHOOL DISTRICT AND ME/US OF A FORMAL, WRITTEN AGREEMENT.**

Respectfully submitted,

Alliant Construction, a division of Ergon Construction Group, Inc.

Contractor

Signature

Robert Measells

Print Name

Vice President

Title

06809-MC

Certificate of Responsibility Number, If Required

06809-MC Exp: 11/01/2021 Contractor's License Number and Expiration Date

PO Box 1639, Jackson, MS 39215

Mailing Address

2929 E Layfair Dr., Flowood, MS 39232

Street Address

601-933-3066

Business Telephone Number

601-933-3367

Facsimile Number

**BASE BID**

All labor, materials, and equipment to complete all Base Bid Work (Modified by Addenda) to include construction of a new high school facility as shown on Drawings and as specified for the sum of:

Twenty One Million Four Hundred Twenty-Three Thousand Dollars (\$ 21,420,000.-)

The undersigned agrees to commence work immediately upon issuance of "Notice to Proceed", issued by the Architect, and to fully complete the project no later than four hundred ninety (490) calendar days from Notice to Proceed.

Bid Security, in the form of a Bid Bond, (Name of Surety) Western Surety Company, is attached hereto, in the amount of:

One Million Seven Hundred Thousand Dollars (\$ 1,071,000.-)

guaranteeing the execution of a Contract in the Form of Agreement and one hundred percent (100%) Performance and Payment Bonds.

Contractor shall indicate the address to which the notice of acceptance, notice to proceed, and all other written communications relative to the Project shall be mailed or delivered.

Address if mailed:

PO Box 1639

Jackson, MS 39215

Address if Hand-Delivered:

2929 East Layfair Drive

Flowood, MS 39232

If Contractor is a corporation, indicate the State of corporation.

Mississippi

If Contractor is a partnership or other entity, list the names of all partners/owners:

\_\_\_\_\_  
\_\_\_\_\_

Contractor is a:


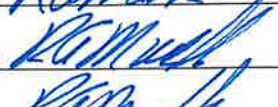
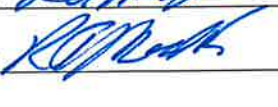
☒ Resident Contractor

☐ Non-Resident Contractor

Pursuant to Miss. Code Ann. §31-3-21, a non-resident contractor must submit with its bid a copy of its resident state's statute pertaining to such state's treatment of non-resident contractors. Failure to submit such information may result in rejection of a contractor's bid or termination of such contractor's contract with the District.

**Acknowledgment of Receipt of Addenda**

Contractor shall acknowledge receipt of all addenda issued during this bid process. In addition to acknowledging receipt of addenda, the addenda may require additional information from the Contractor (e.g., additional or modified pricing information), in which case the addenda shall not only be acknowledged below but shall be completed and attached to Contractor's bid at the time of submission. Receipt of the following addenda issued during the course of this bid is hereby acknowledged by either signing or initialing in the space below:

Addenda No. 1 Date: November 2, 2020Acknowledge: Addenda No. 2 Date: November 10, 2020Acknowledge: Addenda No. 3 Date: November 12, 2020Acknowledge: Addenda No. 4 Date: November 19, 2020Acknowledge: Addenda No. 5 Date: November 20, 2020Acknowledge: Addenda No. 6 Date: November 24, 2020Acknowledge: Addenda No. 7 Date: November 25, 2020Acknowledge: 

END OF SECTION 00400

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Alliant Construction, a Div. of  
Ergon Construction Group, Inc.  
P.O. Box 1639  
Jackson, MS 39215-1639

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606

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)

Natchez-Adams School District  
10 Homochitto Street  
Natchez, MS 39120

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

A New Natchez High School for Natchez-Adams School District, Natchez, 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.

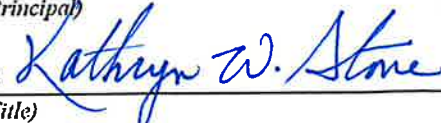
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 10th day of November, 2020

  
(Witness)

Alliant Construction, a Div. of Ergon Construction Group, Inc.  
(Principal) (Seal)

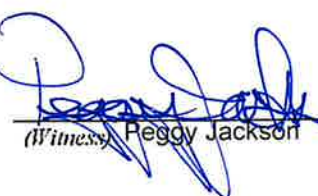
By:   
(Title)

Western Surety Company  
(Surety) (Seal)

By:   
(Title) Stephen Wesley Price, Jr. Attorney-in-Fact

Resident MS Agent/Fisher Brown Bottrell



  
(Witness) Peggy Jackson



# 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

**Stephen Wesley Price, Jr. , Individually**

of Jackson, MS 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 -**

Surety Bond No.: Bid Bond

Principal: Alliant Construction, a Div. of Ergon Construction Group, Inc.

Obligee: Natchez-Adams School District

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 By-Law printed on the reverse hereof, 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 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

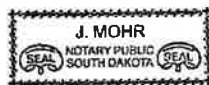
State of South Dakota  
County of Minnehaha

} ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, 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 the 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

June 23, 2021



J. Mohr, 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 of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**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.