





Probity Contracting Group, LLC  
809 N Church Street  
Florence, MS 39073

**Certificate of Responsibility Number: 20417-MC**

**Madison County Schools**  
New Tennis Complex  
476 Highland Colony Parkway  
Ridgeland, MS 39157

Bid for : **Madison County Schools Tennis Complex**  
**WBA Project No. 23-034**

**Bid Form****THE PROJECT AND THE PARTIES**

1. TO:
  - A. Madison County Schools (Owner)
2. FOR:
  - A. Project: Madison County Schools Tennis Complex
3. DATE: 9/5/2023 (BIDDER TO ENTER DATE)
4. SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)
  - A. Bidder's Full Name Probity Contracting Group, LLC
    1. Address 809 N Church Street
    2. City, State, Zip Florence, MS 39073

## 5. OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Wier Boerner Allin Architecture, PLLC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. Four million two hundred ninety-seven thousand  
\$ 4,297,000.00 dollars  
 (\$ 4,297,000.00 ), in lawful money of the United States of America.

- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes are included and State of MS taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 01.2100 - Allowances are included in the Bid Sum.

## G. ALTERNATES:


1. ALTERNATE #1: Construction of Concessions and Storage Block (ADD): \$ 336,000.00  
 a. (amount in words) Three hundred thirty-six thousand
2. ALTERNATE #2: Construction of Tennis Courts 11 & 12 and Site Retaining Wall (ADD):  
 \$ 354,000.00  
 a. (amount in words) Three hundred fifty-four thousand
3. ALTERNATE #3A: Purchase and Installation of Court Lighting for Tennis Courts 1 through 10 (ADD):  
 a. \$ 447,000  
 b. (amount in words) Four hundred forty-seven thousand

ALTERNATE #3B: Purchase and Installation of Court Lighting for Tennis Courts 11 & 12 (ADD):

- c. \$ 86,000.00
- d. (amount in words) Eighty-six thousand
4. ALTERNATE #4: Construction of Connector Road (ADD): \$ 67,000.00  
 a. (amount in words) Sixty-seven thousand
5. ALTERNATE #5 Landscape & Irrigation Package (ADD): \$ 98,700.00  
 a. (amount in words) Ninety-eight thousand seven hundred

## 6. ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of Notice of Award.

3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
7. **CONTRACT TIME**
- A. If this Bid is accepted, we will:
- B. Complete the Work by Friday, July 26, 2024.
8. **ADDENDA**
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated August 7, 2023
  2. Addendum # 2 Dated August 11, 2023
  3. Addendum # 3 Dated August 18, 2023
  4. Addendum # 4 Dated August 25, 2023
  5. Addendum # 5 Dated August 30, 2023
  6. Addendum # 6 Dated August 31, 2023
9. **BID FORM SUPPLEMENTS**
- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 00.4322 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
- B. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:
1. Financing Information as required in Section 01.2000, Paragraph 1.7.
10. **BID FORM SIGNATURE(S)**
- A. The Corporate Seal of
- B. Probity Contracting Group, LLC
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of
- E. 
- F. (Authorized signing officer, Title) Matt Harrell, President
- G. (Seal)
- H. \_\_\_\_\_
- I. (Authorized signing officer, Title)
11. IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

**END OF SECTION**

**PARTICULARS**

1. THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:
2. (BIDDER) Probity Contracting Group, LLC
3. TO (OWNER ): MADISON COUNTY SCHOOLS
4. DATED 9/05/2023 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**UNIT PRICE LIST**

1. LIME: MATERIAL ONLY, COST PER TON  
A. Lime: \$ 382.00 / ton
  2. 12" OF LIME-SOIL-WATER MIXING, COST PER SQUARE YARD  
A. Lime-Soil Mixing: \$ 7.50 / square yard
  3. UNDERCUTTING, INCLUDING DISPOSAL OFF SITE, COST PER CUBIC YARD  
A. Undercutting: \$ 10.00 / cubic yard
  4. BORROW EXCAVATION (IMPORT SELECT FILL)(IN-PLACE), COST PER CUBIC YARD  
A. Borrow Excavation: \$ 20.00 / cubic yard
  5. EXCESS EXCAVATION (DISPOSAL OF EXCAVATION THAT CANNOT BE SATISFACTORILY USED ON SITE), COST PER CUBIC YARD  
A. Excess Excavation: \$ 14.50 / cubic yard
  6. HAUL-OFF SITE, COST PER CUBIC YARD  
A. Haul-off Site: \$ 14.50 / cubic yard
  7. GEOTEXTILE, TYPE V, AOS 0.21-0.43, COST PER SQUARE YARD  
A. Geotextile Fabric: \$ 8.50 / square yard
  8. LOOSE RIPRAP 200#, COST PER TON  
A. RipRap: \$ 188.00 / ton
  9. CONSTRUCTION FENCING, COST PER LINEAR FOOT  
A. Construction Fencing: \$ 12.00 / linear foot
- END OF SECTION**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Probity Contracting Group, LLC  
809 N Church Street, Florence, MS 39073

as Principal, hereinafter called the Principal, and Western Surety Company  
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of SD  
as Surety, hereinafter called the Surety, are held and firmly bound unto Madison County Schools  
476 Highland Colony Drive, Ridgeland, MS 39157

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 Madison County Schools Tennis Complex, 929 Poore's Pass, Madison,  
MS 39110

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 materials 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 5th day of September, 2023

*[Signature]*

(Witness)

Probity Contracting Group, LLC  
(Principal)

(Seal)

By: *[Signature]*

Matt Harrell, President

(Title)

*[Signature]*

(Witness)



Western Surety Company  
(Surety)

(Seal)

By: *[Signature]*

Attorney-in-Fact Fielden Mitts

(Title)

# 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

**Fielden Mitts , 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: Probity Contracting Group, LLC

Obligee: Madison County Schools

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 and Resolutions 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 9th day of May, 2023.



WESTERN SURETY COMPANY

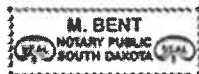
  
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, 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 a 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

March 2, 2026



  
M. Bent, 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 and Resolutions 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 5th day of September, 2023.



WESTERN SURETY COMPANY

  
L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

### 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”