

FOR: REPLACE MULTIPLE BOILERS AT VARIOUS CAMPUSES - MGCCC

TO: Mississippi Gulf Coast Community College
Perkinston, Mississippi
(hereinafter called "Owner")

DATE: January 17, 2019

SUBMITTED BY:

Bidder's Full Name (hereinafter called "Bidder"): Ray C. Weaver Mechanical
Contractors, Inc.

Address: P.O. Box 2411

City, State, Zip: Gulfport, MS 39505

OFFER

Having examined the site of the proposed work, the availability of materials and labor, and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stephens Mechanical LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to furnish all labor, materials and supplies, to perform the Work within the time set forth herein for the prices stated below:

BID SCHEDULE:

1. BLDG F, GAUTIER

Seventy-Two Thousand Nine Hundred Thirty DOLLARS (\$ 72,930.00)

2. BLDG K, GULFPORT

One Hundred Eleven Thousand Seven Hundred Seventy DOLLARS (\$ 111,770.00)

3. OWEN AND MORAN HALL, PERKINSTON

One Hundred Twenty Thousand Eight Hundred Ten DOLLARS (\$ 120,810.00)

4. TOTALED OF ITEMS 1,2,3:

Three Hundred Five Thousand Five Hundred Ten DOLLARS (\$ 305,510.00)

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for **sixty (60)** calendar days from the bid closing date.

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.

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.

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.

CONTRACT TIME

If this Bid is accepted, we will substantially complete the Work within 90 consecutive days after Notice to Proceed is issued.

If the Substantial Completion date falls beyond the above date based on days, we will pay to the Owner the following amount as liquidated damages, not as a penalty, for each calendar day of delay for the Project until the actual date of Substantial Completion of the Project.

\$150 per calendar day

ADDENDA

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 Price.

Addendum No. 1 dated 12/21/18 Addendum No. dated

Addendum No. 2 dated 01/08/19 Addendum No. dated

Addendum No. 3 dated 01/15/19 Addendum No. dated

Addendum No. dated Addendum No. dated

Addendum No. dated Addendum No. dated

BID FORM SUPPLEMENTS

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form. Failure to complete and submit these forms with the bid proposal will cause the bid to be considered non-responsive.

Non-Resident Contractor: attach a copy of your State's current law (refer to "Instructions to Bidders" for additional information)

BID FORM CHECKLIST (INCLUDING SUPPLEMENTS)

Failure to complete this checklist and submit these forms with the bid proposal will cause the bid to be considered non-responsive. The Supplements are attached to this Bid Form and are to be considered an integral part of this Bid Form.

- ☐ I am a Resident Contractor
- ☐ I am a Non-Resident Contractor and have attached a copy of my State's current law (refer to "00 21 13 – Instructions to Bidders" for additional information)
- ☐ I have included all Allowances indicated per Division 1 Section "Allowances" in the Base Bid amount
- ☐ I understand that if we are the apparent low bidder, within 24 hours of bid opening we will provide experience requirements if requested (refer to "00 21 13 – Instructions to Bidders" for additional information)

BID FORM SIGNATURE

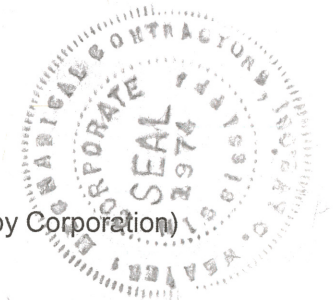
Bidder's Name:

By  (Seal – If Bid is by Corporation)
(Signature)

Name and Title: James W. Weaver, Sr. - President

Business Address: P.O. Box 2411 Gulfport, MS 39505

Certificate of Responsibility No.: 03388-MC





AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ray C. Weaver, Mechanical Contractors, Inc.
P. O. Box 2411
Gulfport, MS 39505

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:

(Name, legal status and address)

Mississippi Gulf Coast Community College
51 Main Street
Perkinston, MS 39573

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: Five Percent (5%) of the Amount Bid-----

PROJECT:

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

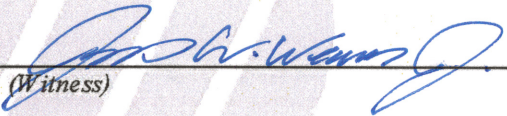
Replace Boilers at Various Campuses
Mississippi Gulf Coast Community College

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 17th day of January, 2019


(Witness)

Ray C. Weaver, Mechanical Contractors, Inc.

(Contractor as Principal)

(Seal)


(Title) James W. Weaver, President


(Witness)

FCCI Insurance Company

(Surety)

(Seal)


(Title) Dewey Brashier, Attorney-In-Fact
MS Resident Agent



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jim E Brashier; Troy Wagener; Dewey Brashier; Loren Howell; Andrew Underwood; Kathleen Scarborough; Susan Skrmetta; Lisa Butler; Joseph Beattie; Patrick Mason

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company

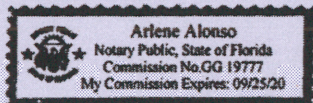


Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of January, 2019

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

