

Submitted By:

Weaver Electric Inc.

8289 Canal Rd

Gulfport MS 39503

228-265-7740

C.O.R. # 18960-MC

12/5/2024

Sealed Bid For:

MISSISSIPPI GULF COAST COMMUNITY COLLEGE – BALLFIELD

SPORTS LIGHTING

**REPLACEMENT – MISSISSIPPI GULF COAST COMMUNITY COLLEGE
PERKINSTON CAMPUS,**

MISSISSIPPI – Certificate of Responsibility Number 18960-MC

FORM OF PROPOSAL

A. INTRODUCTION

One of this form, which is the Bidder's proposal, is to be completed, signed, and mailed to: MS Gulf Coast Community College, Attn: Lee Palermo, or delivered to 51 Main Street, Perkinston 39573, Mississippi Gulf Coast Community College, Perkinston, Mississippi, prior to the bid time specified. Contractors submitting a bid must complete this form and include with it the bid bond or cashier's check as indicated in order to constitute a complete bid proposal.

B. PROJECT

BALLFIELD SPORTS LIGHTING REPLACEMENT – MISSISSIPPI GULF COAST COMMUNITY COLLEGE PERKINSTON CAMPUS

C. ENGINEER

Welcon Electrical Consultants, PLLC
9414 Three Rivers Road, Suite #4
Gulfport, Mississippi 39503

D. PROPOSAL

BOARD OF TRUSTEES
MISSISSIPPI GULF COAST COMMUNITY COLLEGE
PERKINSTON, MISSISSIPPI

BASE BID

I (or we) do hereby declare that I (or we) have carefully examined the contract documents, including all addenda, prepared by the consultant listed in Item C. of this proposal and I (or we) have a clear understanding of said documents and premises, and hereby propose to provide the necessary tools, machinery, apparatus and other means of construction, and to furnish all labor, materials, and services specified in the contract or called for in the said contract documents, including all taxes necessary, for the Project listed in Item B. above.

BASE BID LUMP SUM PRICE (Football, Baseball, Softball, Soccer Fields):

One Million Four Hundred Sixty Five Thousand Seven Hundred Fifty

Dollars \$ 1,465,750.00

CONTRACT COMPLETION TIME: 260 (total calendar days **BASE BID only**)

ADDITIVE ALTERNATE NUMBER ONE LUMP SUM PRICE (Band Practice Field):

One Hundred Thirty Two Thousand

Dollars \$ 132,000.00

CONTRACT COMPLETION TIME: 32 (total calendar days **ALT. 1 bid only**)

NOTE: Calendar days are not additive. List total proposed days for completion of alternate bid separately from base bid.

ADDITIVE ALTERNATE NUMBER TWO LUMP SUM PRICE (Lights on Existing Buildings):

Seventy Seven Thousand Four Hundred Ninety Five

Dollars \$ 77,495.00

CONTRACT COMPLETION TIME: 10 (total calendar days **ALT. 2 bid only**)

NOTE: Calendar days are not additive. List total proposed days for completion of alternate bid separately from base bid.

E. CONTRACT TIME If the undersigned is notified of the acceptance of the bid within sixty (60) days of the time set for openings of bids, he agrees to execute a contract for the work as described in the contract documents. The undersigned also guarantees completion of all work under this contract in the Calendar days noted above from the Notice to Proceed date.

F. DAMAGES The undersigned agrees that the Owner may retain from this contract the sum indicated below from the amount of compensation to be paid him for each day after the above mentioned completion time, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of the Liquidated Damage that the Owner will sustain per day, by failure of the undersigned to complete the contract, at the stipulated time, and is not to be construed, in any sense, as a penalty.

LIQUIDATION DAMAGES PER DIEM: \$500.00 per day

G. BOND

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner at the time the contract documents are executed, a performance bond and a materials and labor bond in a form acceptable to the Owner, and in an amount equal to the contract sum. Failure to submit this bond at the time of the contract, or contracts, will cause forfeiture of bid security as liquidated damages.

H. BID SECURITY

The bid security attached in the sum of five percent (5%) of the Base Bid is to become the property of the Owner, as set forth in DIVISION 0, Section 00.117. Attached to this Proposal is Bid Bond, executed as required.

I. DOCUMENTS

Each bidder by submittal of his bid represents and warrants that he has satisfied himself as to the requirements and provisions of the contract, or contracts, for this project and the documents included in this contract or contracts.

J. ADDENDUM

I/We acknowledge receipt of the following addenda:

No. <u>1</u> <u>11/20/24</u>	No. _____
No. <u>2</u> <u>11/20/24</u>	No. _____
No. <u>3</u> <u>12/3/24</u>	No. _____
No. _____	No. _____

K. PROPOSAL CHECKLIST

Failure to complete this checklist and submit any required forms with this proposal will cause the proposal to be considered non-responsive. Check two (2) of the following boxes below.

☒ I am a Resident Contractor

or

☐ I am a Non-Resident Contractor and have attached a copy of my State's current law (refer to Division 0 Section 00.102 "NON-RESIDENT (OUT OF STATE) BIDDER REQUIREMENTS" for additional information). *

and

☒ I have included all contingencies indicated per Division 1 Section "Allowances" in the Base Bid amount.

**IMPORTANT: Non-resident (out of state) bidders shall attach to their bids a copy of their resident state's current law pertaining to such state's treatment of non-resident contractors. See DIVISION 0, Paragraph 00.102, NON-RESIDENT (OUT OF STATE) BIDDER REQUIREMENTS.*

L. SIGNATURES

Respectfully submitted,



President

Signature of Bidder

Title

Casey Weaver

Name of Bidder

8289 Canal Road Gulfport, MS. 39503

Address

18960-MC

Current Certificate of Responsibility Number

Electrical

Classification of Work Permitted Under Certificate of Responsibility

NOTE: If bidder is a corporation, write state of incorporation under signature, and if a partnership, give full name of all partners. Stamp or emboss corporate seal on this Proposal.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Weaver Electric, Inc.

P.O. Box 7176

Gulfport, MS 39506

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201

OWNER:

(Name, legal status and address)

Mississippi Gulf Coast Community College

P. O. Box 609

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)

Ballfield Sports Lighting Replacement - Mississippi Gulf Coast Community College Perkinston Campus

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 **5th** day of **December** , 2024

Shelli W. Brink
(Witness)

Weaver Electric, Inc.

(Contractor as Principal)

(Title)



Debbie Dunaway
(Witness)

Old Republic Surety Company

(Surety)

(Seal)

(Title)

Lisa R. Butler, Attorney-In-Fact



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: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA,

JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

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 thereof 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 24th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, 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: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

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.



87-0829

Signed and sealed at the City of Brookfield, WI this 5th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.