

SECTION 3: BIDDING FORMS

BID FORM

PLACE: Pearl, MISSISSIPPI

DATE: October 31, 2019

CITY OF PEARL PARKS AND RECREATION: BASEBALL AND SOFTBALL FIELDS

Bid of Probity Contracting Group, LLC

(hereinafter called "BIDDER") organized and existing under the laws of the State of Mississippi doing business as a Limited Liability Company* (* Insert "a Corporation", "a Partnership" or "an Individual" as applicable.)

TO: ATTN: Kelly Scouten, City Clerk
 2420 Old Brandon Road
 Pearl, MS 39208..... (hereinafter called "OWNER".)

GENTLEMEN:

The BIDDER, in compliance with your Invitation for Bids, having examined the Plans and Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and to construct the Project in accordance with the Contract Documents within the time set forth therein and at the Unit Prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The BIDDER further understands that the OWNER reserves the right to reject any or all Bids and waive informalities in the Bidding.

The BIDDER agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

Bidder understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, Bidder proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices:

(NOTE: Final amount are to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Unit Prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, **insurance, etc., to cover the finished work of the several kinds called for.**

All erasures, changes or alterations of any kind must be initialed by the Bidder.

I. BASE BID

| ITEM # | DESCRIPTION | UNIT | Quantity | Unit Price | Total Cost |
|--------|--|------|----------|-------------|--------------|
| 1 | Mobilization | LS | 1 | \$59,704.40 | \$ 59,704.40 |
| 2 | Removal of Concrete Pavement | SY | 1,086 | \$16.17 | \$ 17,558.09 |
| 3 | Removal of Asphalt Pavement | SY | 2,406 | \$5.37 | \$ 12,928.39 |
| 4 | Sawcut Asphalt Pavement | LF | 2,272 | \$7.16 | \$ 16,277.81 |
| 5 | Removal of Gravel Parking Lot | SY | 1,816 | \$5.37 | \$ 9,758.09 |
| 6 | Removal of Concession Stand Building | EA | 2 | \$9,552.70 | \$ 19,105.41 |
| 7 | Removal of Dugout (Includes Structure, Bench, and Fence) | EA | 16 | \$597.04 | \$ 9,552.70 |
| 8 | Removal of Shade Structure | EA | 3 | \$2,388.18 | \$ 7,164.53 |
| 9 | Removal of Shed | EA | 1 | \$1,432.91 | \$ 1,432.91 |
| 10 | Removal of Score Keeper Box | EA | 8 | \$955.27 | \$ 7,642.16 |
| 11 | Removal of Metal Bleachers | EA | 14 | \$597.04 | \$ 8,358.62 |
| 12 | Removal of Wood Fencing, All Types & Sizes | LF | 72 | \$1.19 | \$ 85.97 |
| 13 | Removal of Chain Link Fencing | LF | 7,870 | \$1.19 | \$ 9,397.47 |

| | | | | | | |
|----|--|----|-----|------------|----|----------|
| 14 | Removal of Timber Edge | LF | 425 | \$5.97 | \$ | 2,537.44 |
| 15 | Removal of Scoreboard | EA | 4 | \$597.04 | \$ | 2,388.18 |
| 16 | Removal of Signs | EA | 17 | \$179.11 | \$ | 3,044.92 |
| 17 | Removal of Outfield Advertising Signs | EA | 7 | \$238.82 | \$ | 1,671.72 |
| 18 | Removal of Bollards | EA | 12 | \$179.11 | \$ | 2,149.36 |
| 19 | Removal of Flag Pole | EA | 1 | \$477.64 | \$ | 477.64 |
| 20 | Removal of Pole Gate | EA | 1 | \$597.04 | \$ | 597.04 |
| 21 | Remove and Replace Grate Inlet With Cast in Place Concrete Inlet-East Jordan Iron Works V-5724-1 2'x2' Frame and Grate | EA | 1 | \$4,379.47 | \$ | 4,379.47 |
| 22 | Remove and Replace Grate Inlet With Cast in Place Concrete Inlet-Contech 15" Grate | EA | 1 | \$4,317.63 | \$ | 4,317.63 |
| 23 | Remove and Replace Grate Inlet Top With Cast in Place Solid Top | EA | 1 | \$1,970.25 | \$ | 1,970.25 |
| 24 | Removal of Storm Piping, All Types & Sizes | LF | 70 | \$23.88 | \$ | 1,671.72 |
| 25 | Removal of Sanitary Sewer Piping, All Types & Sizes | LF | 65 | \$23.88 | \$ | 1,552.31 |
| 26 | Removal of Water Piping, All Types & Sizes | LF | 497 | \$5.97 | \$ | 2,967.31 |
| 27 | Replace and Adjust Utility Boxes to Grade | EA | 21 | \$298.52 | \$ | 6,268.96 |
| 28 | Removal of Backflow Preventor | EA | 1 | \$2,985.22 | \$ | 2,985.22 |

| | | | | | | |
|----|---|----|--------|-------------|----|------------|
| 29 | Relocate Fire Hydrant | EA | 1 | \$1,791.13 | \$ | 1,791.13 |
| 30 | Clearing and Grubbing | AC | 0.80 | \$14,926.10 | \$ | 11,940.88 |
| 31 | Stripping (6" Depth, PM) | CY | 16,620 | \$5.67 | \$ | 94,267.28 |
| 32 | Unclassified Excavation (FM) | CY | 7,200 | \$8.93 | \$ | 64,308.80 |
| 33 | Borrow Excavation (FM) | CY | 8,500 | \$22.57 | \$ | 191,830.23 |
| 34 | Seeding | AC | 4.80 | \$9,914.66 | \$ | 47,590.38 |
| 35 | Bermuda Solid Sod | SY | 49,876 | \$5.26 | \$ | 262,490.39 |
| 36 | Temporary Construction Road | EA | 2 | \$2,985.22 | \$ | 5,970.44 |
| 37 | Straw Wattle | LF | 1,625 | \$10.07 | \$ | 16,357.51 |
| 38 | Temporary Silt Fence | LF | 6,985 | \$5.97 | \$ | 41,703.52 |
| 39 | 18" Thick Rock Rip-Rap (200 LB) | TN | 37 | \$155.35 | \$ | 5,747.98 |
| 40 | Modified Type "1" Comb. Curb and Gutter | LF | 1,070 | \$19.93 | \$ | 21,321.64 |
| 41 | 2" Surface Course SC-1, Type 8 | TN | 1,216 | \$111.05 | \$ | 135,037.02 |
| 42 | 4" Surface Course SC-1, Type 8 | TN | 4,198 | \$111.05 | \$ | 466,188.67 |
| 43 | 3" Base Course BB-1, Type 6 | TN | 540 | \$103.89 | \$ | 56,098.25 |
| 44 | 4" Base Course BB-1 Type 6 | TN | 1,082 | \$103.89 | \$ | 112,404.28 |
| 45 | 4" PCC sidewalk/plaza with welded wire mesh | SY | 10,518 | \$49.99 | \$ | 525,845.30 |

| | | | | | | |
|----|---|----|--------|----------------|----|--------------|
| 46 | Hydrated Lime, 6% by Dry Unit Soil Wt. | TN | 130 | \$239.04 | \$ | 31,075.78 |
| 47 | 12" Soil-Lime-Water Mixing, Class C | SY | 3,270 | \$7.16 | \$ | 23,428.01 |
| 48 | 4" White Painted Stripe | LF | 13,241 | \$0.85 | \$ | 11,242.34 |
| 49 | 4" Blue Painted Stripe | LF | 1,749 | \$0.86 | \$ | 1,500.97 |
| 50 | Legend White 24" Stop Bar | LF | 30 | \$2.99 | \$ | 89.56 |
| 51 | Legend White | SF | 112 | \$3.17 | \$ | 354.64 |
| 52 | Wheel Stop | EA | 18 | \$54.07 | \$ | 973.18 |
| 53 | Handicap Sign | EA | 16 | \$178.44 | \$ | 2,855.06 |
| 54 | Electrical (per plans) | LS | 1 | \$1,817,401.91 | \$ | 1,817,401.91 |
| 55 | Fencing-5' Black Vinyl Coated, 8-gauge | LF | 8,711 | \$14.58 | \$ | 127,004.39 |
| 56 | Fencing-8' Black Vinyl Coated, 8-gauge | LF | 1,849 | \$33.15 | \$ | 61,290.15 |
| 57 | Synthetic Turf Infield-Fields 1-4 (11,339 sf) | EA | 4 | \$112,552.94 | \$ | 450,211.77 |
| 58 | Synthetic Turf Infield-Field 5 (12,437 sf) | EA | 1 | \$158,953.41 | \$ | 158,953.41 |
| 59 | Synthetic Turf Infield-Field 6 (16,987 sf) | EA | 1 | \$201,194.27 | \$ | 201,194.27 |
| 60 | 3" Compacted Stabilized Infield Mix | TN | 930 | \$315.26 | \$ | 293,191.59 |
| 61 | #57 Crushed Limestone | CY | 341 | \$89.56 | \$ | 30,538.80 |
| 62 | Type V Geotextile Fabric for drainage | SY | 2,805 | \$2.69 | \$ | 7,536.19 |

| | | | | | | |
|----|---|----|-------|------------|----|-----------|
| 63 | Course Sand | CY | 22 | \$41.79 | \$ | 919.45 |
| 64 | SS-3 Grate Inlet, All Depths | EA | 2 | \$2,369.55 | \$ | 4,739.10 |
| 65 | 8" Inline Drain, 12" Solid Top (noted as cleanout on plans-softball and baseball) | EA | 33 | \$417.93 | \$ | 13,791.72 |
| 66 | 12" PVC Drain Basin, 12" Solid Top | EA | 17 | \$1,202.47 | \$ | 20,442.00 |
| 67 | 15" PVC Drain Basin, 15" Grate | EA | 9 | \$1,472.23 | \$ | 13,250.04 |
| 68 | 18" PVC Drain Basin, 15" Grate | EA | 2 | \$1,774.20 | \$ | 3,548.40 |
| 69 | 24" PVC Drain Basin, 15" Grate | EA | 4 | \$2,127.77 | \$ | 8,511.08 |
| 70 | 24" PVC Drain Basin, 24" Grate | EA | 16 | \$1,879.52 | \$ | 30,072.29 |
| 71 | Cast in Place Concrete Inlet, Contech 15" Grate | EA | 1 | \$3,601.18 | \$ | 3,601.18 |
| 72 | 15" RCP Flared End Section | EA | 1 | \$736.51 | \$ | 736.51 |
| 73 | 18" RCP Flared End Section | EA | 1 | \$796.22 | \$ | 796.22 |
| 74 | 24" RCP Flared End Section | EA | 2 | \$921.12 | \$ | 1,842.24 |
| 75 | 8" Perforated HDPE | LF | 4,088 | \$14.93 | \$ | 61,017.90 |
| 76 | 8" A2000 PVC | LF | 435 | \$23.21 | \$ | 10,097.69 |
| 77 | 12" A2000 PVC | LF | 543 | \$28.07 | \$ | 15,243.64 |
| 78 | 15" A2000 PVC | LF | 540 | \$38.95 | \$ | 21,033.62 |

| | | | | | | |
|----|---|----|-----|------------|----|-----------|
| 79 | 18" A2000 PVC | LF | 499 | \$47.37 | \$ | 23,637.37 |
| 80 | 24" A2000 PVC | LF | 861 | \$65.48 | \$ | 56,381.54 |
| 81 | 2" SCH. 40 PVC Irrigation Sleeving | LF | 12 | \$5.05 | \$ | 60.58 |
| 82 | 4" SCH. 40 PVC Irrigation Sleeving | LF | 12 | \$6.24 | \$ | 74.91 |
| 83 | 3/4" SDR 13.5 PVC Water Line | LF | 250 | \$4.78 | \$ | 1,194.09 |
| 84 | 2" SDR 13.5 PVC Water Line | LF | 60 | \$10.75 | \$ | 644.81 |
| 85 | 2.5" SDR 13.5 PVC Water Line | LF | 300 | \$11.34 | \$ | 3,403.15 |
| 86 | 3" SDR 13.5 PVC Water Line | LF | 680 | \$11.94 | \$ | 8,119.80 |
| 87 | 4" C900 PVC Water Line | LF | 347 | \$17.91 | \$ | 6,215.23 |
| 88 | 6" C900 PVC Water Line | LF | 48 | \$23.88 | \$ | 1,146.32 |
| 89 | 8" C900 PVC Water Line | LF | 25 | \$29.85 | \$ | 746.30 |
| 90 | Ground Hydrant | EA | 6 | \$298.52 | \$ | 1,791.13 |
| 91 | 4" Double Check Valve Assembly in Enclosure | EA | 1 | \$4,179.31 | \$ | 4,179.31 |
| 92 | Connection to Existing Manhole | EA | 1 | \$298.52 | \$ | 298.52 |
| 93 | 6" SDR26 PVC Sanitary Sewer | LF | 303 | \$17.91 | \$ | 5,427.13 |
| 94 | 6" SS Cleanout | EA | 1 | \$328.37 | \$ | 328.37 |
| 95 | Sanitary Sewer Manhole, 4' Dia. | EA | 1 | \$4,179.31 | \$ | 4,179.31 |

| | | | | | | |
|--|---|----|----|--------------|----|-----------------------|
| 96 | Irrigation Controller to serve Fields 1-6 | LS | 1 | \$1,731.43 | \$ | 1,731.43 |
| 97 | Irrigation Controller to serve Fields 7 & 8 | LS | 1 | \$1,552.31 | \$ | 1,552.31 |
| 98 | Softball Concession Stand Building | LS | 1 | \$335,832.47 | \$ | 335,832.47 |
| 99 | Baseball Concession Stand Building | LS | 1 | \$549,976.63 | \$ | 549,976.63 |
| 100 | Dugout Structure | EA | 22 | \$15,768.47 | \$ | 346,906.38 |
| 101 | Shade Structure | EA | 35 | \$11,289.69 | \$ | 395,139.17 |
| 102 | Brick Backstop Wall | EA | 11 | \$29,374.49 | \$ | 323,119.36 |
| 103 | Brick Seat/Planter Wall | EA | 3 | \$19,077.55 | \$ | 57,232.64 |
| TOTAL (BASE BID) \$ <u>7,836,642.75</u> | | | | | | \$7,836,642.75 |

II. ALTERNATES

| ITEM # | DESCRIPTION | UNIT | Quantity | Unit Price | Total Cost |
|--------|--|------|----------|---------------|--------------|
| 1. | Asphalt Removal and Replacement per C7.0S Paving Plan | LS | 1 | \$34,100.14 | 34,100.14 |
| 2. | Hydroseed in lieu of solid sod at baseball fields | SY | 42,086 | -\$1.03 | (43,306.31) |
| 3. | Musco lighting substitution (provide submittal package with bid) | LS | 1 | -\$139,487.56 | (139,487.56) |
| 4. | Rainbird or approved equal irrigation system at softball fields | LS | 1 | \$17,092.94 | 17,092.94 |

| | | | | | |
|-----|--|----|-------|-------------|-------------|
| 5. | Rainbird or approved equal irrigation system at baseball fields similar to existing layout-abandon ex. System in place | LS | 1 | \$67,114.10 | 67,114.10 |
| 6. | Removal of Concrete Pavement performed by City of Pearl (Pay Item 2) | SY | 1,086 | -\$15.44 | (16,762.52) |
| 7. | Removal of Asphalt Pavement performed by City of Pearl (Pay Item 3) | SY | 2,406 | -\$5.15 | (12,378.95) |
| 8. | Removal of Gravel Parking Lot performed by City of Pearl (Pay Item 5) | SY | 1,816 | -\$5.15 | (9,343.38) |
| 9. | Removal of Dugout (Includes Structure, Bench, and Fence) performed by the City of Pearl (Pay Item 7) | EA | 16 | -\$571.67 | (9,146.73) |
| 10. | Removal of Shade Structure performed by the City of Pearl (Pay Item 8) | EA | 3 | -\$2,286.68 | (6,860.04) |
| 11. | Removal of Shed performed by City of Pearl (Pay Item 9) | EA | 1 | -\$1,372.01 | (1,372.01) |
| 12. | Removal of Score Keeper Box performed by City of Pearl (Pay Item 10) | EA | 8 | -\$914.67 | (7,317.38) |
| 13. | Removal of Metal Bleachers performed by City of Pearl (Pay Item 11) | EA | 14 | -\$571.67 | (8,003.38) |
| 14. | Removal of Wood Fencing, All Types and Sizes performed by City of Pearl (Pay Item 12) | LF | 72 | -\$8.00 | (576.24) |
| 15. | Removal of Chain Link Fencing performed by City of Pearl (Pay Item 13) | LF | 7,870 | -\$1.17 | (9,178.05) |
| 16. | Removal of Signs performed by City of Pearl (Pay Item 16) | EA | 17 | -\$171.50 | (2,915.52) |

calendar days thereafter as stipulated in the Specifications. BIDDER further agrees to pay as liquidated damages the sum of **Eight Hundred and 00/100 Dollars (\$800.00)** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 17 of the General Conditions.

The BID SECURITY attached in the sum of 5% (five percent) of total bid amount including any alternates DOLLARS (\$ 383,948.56) is to become the property of the City of Pearl in the event the Contract and Contract Bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City of Pearl.

BIDDER acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Date</u> |
|---------------------|-------------------|
| <u>1</u> | <u>10/14/2019</u> |
| <u>2</u> | <u>10/17/2019</u> |
| <u>3</u> | <u>10/25/2019</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Respectfully submitted,

Probity Contracting Group, LLC
(Contractor)

BY:



809 North Church Street

(Business Address)

Florence, MS 39073

(SEAL - if Bid is by a Corporation)

Attachments:

BID BOND

ALL MEN BY THESE PRESENTS, that we, undersigned, Probity Contracting Group LLC
809 N. Church Street Florence, MS 39073 as Principal, and American Contractors Indemnity Co.
a California Corporation as Surety, are hereby held and firmly bound unto the

City or Pearl as OWNER, in the penal sum of Five Percent (5%) of total bid

Three Hundred Eighty-Three Thousand
Nine Hundred Forty-Eight & 56/100 Dollars, (\$ 383,948.56) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors
and assigns.

Signed, this 31st day of October, 2019.

THE CONDITION OF this obligation is such that whereas the Principal has submitted to the OWNER a
certain BID, attached hereto and hereby made part hereof to enter into a contract in writing, for the _____
City of Pearl Parks and Recreations: Baseball and Softball Fields
Pearl, Mississippi

NOW, THEREFORE,

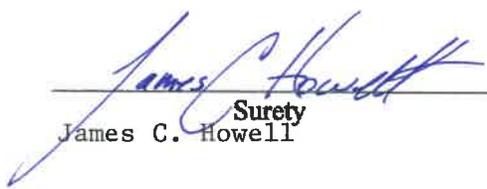
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the

time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

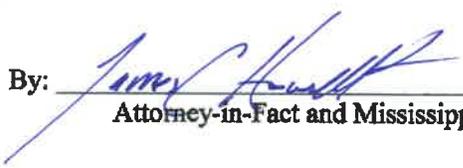
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seal, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.



Principal (L.S.)
Probity Contracting Group, LLC



Surety
James C. Howell

By: 

Attorney-in-Fact and Mississippi Resident Agent

James C. Howell

(Typed Name and Address)

HUB International

P O Box 6006

Ridgeland, MS 39158

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jack G. Laseter, Samuel L. Bryson, James C. Howell

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (****unlimited****). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of October, 2019.

Corporate Seals

Bond No.

Agency No. 12266



Kio Lo, Assistant Secretary



October 31, 2019

Attn: Kelly Scouten, City Clerk
2420 Old Brandon Road
Pearl, MS 39208

Re: City of Pearl Parks and Recreation: Baseball and Softball Fields Bid

Ms. Scouten:

Please find attached submittal package in accordance with Addendum #3, Alternate #3 for the Musco Lighting Substitution as proposed in our bid.

Sincerely,

A handwritten signature in blue ink that reads 'Michael H. Harrell'.

Michael H. Harrell
President

Qualite

SPORTS LIGHTING, LLC

Qualite Sports Lighting, LLC has been the outdoor area lighting partner for high schools, colleges, ports, parks and recreation departments, and minor and major league professional sports franchises for over 30 years.

Qualite's Q-LED GameChanger™ is the first high-performance sports lighting system designed for all sports venues, from youth to professional sports stadiums, with a focus on great connectivity and functionality at affordable pricing.

Project Management

We have thousands of start-to-finish installations. Let our experience and knowledge get your lighting project done on time.

Best Warranty In the Business

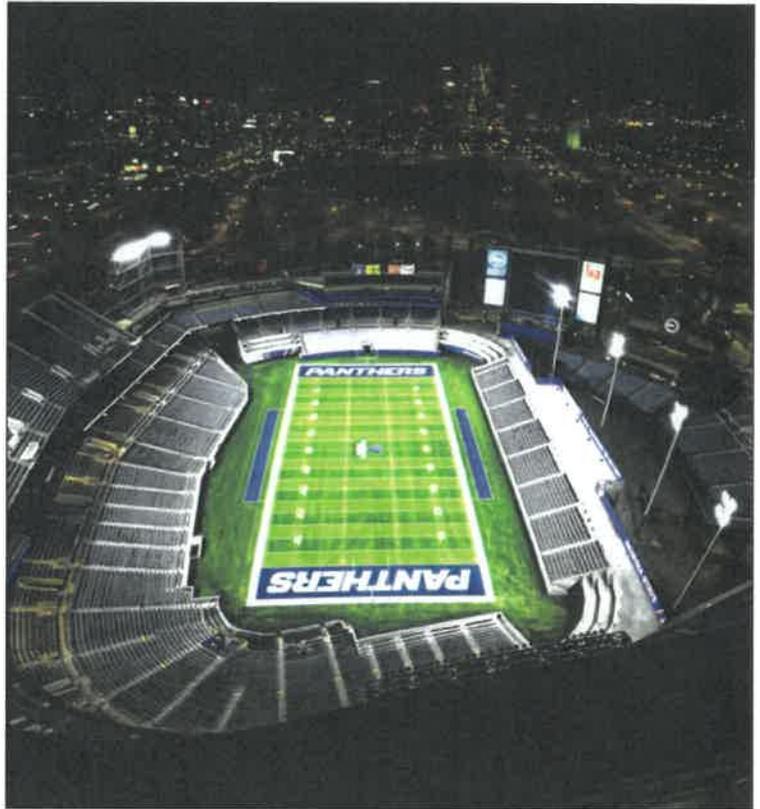
We are proud of our products and service and our warranty proves this. With the best warranty around, we are confident that both our service and products will stand the test of time.

Lighting System Design

We know our products' capabilities. We can design a lighting system for your facility that will give the best return on investment.

Financing and Budgetary Quotes

Our goal is to provide our products and service to all those that want them. That's why we work with a finance company to provide financing options for all sizes of organizations.



Qualite: At A Glance

- LED and HID Sports Lighting Systems
- Steel and Concrete Lighting Poles
- Energy Savings
- Retrofit Friendly
- ISO-9001 Certified
- Edison Award Winner
- Emergency Lighting
- Wireless Controls
- 25-Year Bumper to Bumper Warranty

What is the GameChanger™?

Designed for stadium lighting, HDTV broadcasting, digital photography and slow-motion recording of fast-paced sports lighting venues from professional to recreational levels.

With Enhanced Glare Mitigation and Specialized Beam Shapes, we are able to paint the playing surface with smooth light and keep your neighbors dark and happy.

The proprietary optics produce the ideal distribution and beam angles for LED stadium lighting, while saving you up to 70 percent or more in energy use when compared to traditional stadium lighting.

The durable housing, protective



lens and remote driver technology is engineered for stadium lighting

applications with the ability to withstand extreme outdoor conditions.



Benefits of the GameChanger

Qualite Sports Lighting's Q-LED GameChanger™ is the most revolutionary, award-winning LED Lighting Technology on the market today!

Other benefits include:

- ✓ Energy Savings
- ✓ ISO-9001 Compliant
- ✓ DLC Certified
- ✓ Edison Gold Award Winner for innovation



in the outdoor adventure category

- ✓ Remote diagnostics
- ✓ Wireless controls

✓ Best warranty in the business

- ✓ Customizable endcaps

www.qualite.com



Edison Award-Winning Q-LED GAMECHANGER SYSTEM

We didn't just set out to design a better LED light, we set out to design a system that would *revolutionize* the sports lighting world.

THE LATEST LED TECHNOLOGY

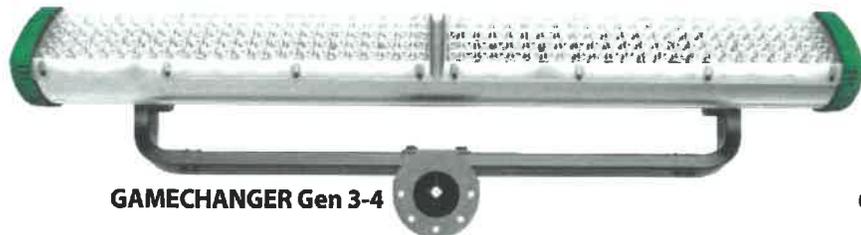
By combining over 30 years of focused sports lighting experience with the latest LED technology, we have developed a sports lighting system that is a true GameChanger™! Designed for HDTV broadcasting, digital photography and slow-motion recording of fast paced sports lighting venues from professional to recreational levels. With enhanced glare mitigation and specialized beam shapes we are able to paint the playing surface with smooth light and keep your neighbors dark and happy. Backed by the best warranty in sports lighting, guaranteed light levels and Qualite's life-long commitment to customer service.



Installation at Exeter Union High School, Exeter, CA.

Better Lighting, Better Game!





GAMECHANGER Gen 3-4



GAMECHANGER Gen 3-2

| GAMECHANGER™ Electrical Detail | GAMECHANGER™ Gen 3-4 | GAMECHANGER™ Gen 3-2 |
|--------------------------------|----------------------|----------------------|
| Kw Draw | 1.295 | 0.647 |
| *Lumen Output | 125,560 | 62,780 |
| CCT | 5,700 | 5,700 |
| CRI | >80 | >80 |
| Weight | 39 lbs. | 27 lbs. |
| CURRENT | <i>Amps</i> | <i>Amps</i> |
| 277v | 4.67 | 2.33 |
| 240v | 5.39 | 2.69 |
| 208v | 6.23 | 3.12 |
| 480 1 Ø | 2.7 | 1.35 |
| 480 3 Ø | 2.34 | 1.17 |

* The specifications listed were obtained under optimal testing conditions. Please note that changes in options, features and conditions may result in slightly different performance specifications among fixtures.

APPLICATIONS

Outdoor sports fields at all levels, general area lighting

RATINGS

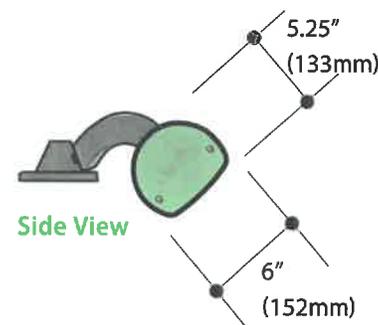
IP66, -40°C to 55°C

INPUT POWER

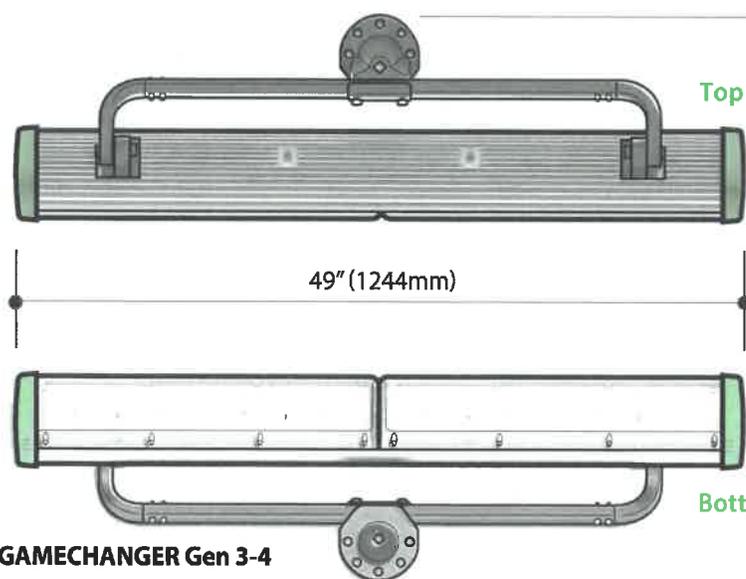
208v - 240v auto sensing
277v - 480v auto sensing

OPTICS/LENS

Various symmetrical and asymmetrical rectangular and round patterns with built in glare control utilizing TIR lens technology. PMMA outer lenses provide long life without yellowing.



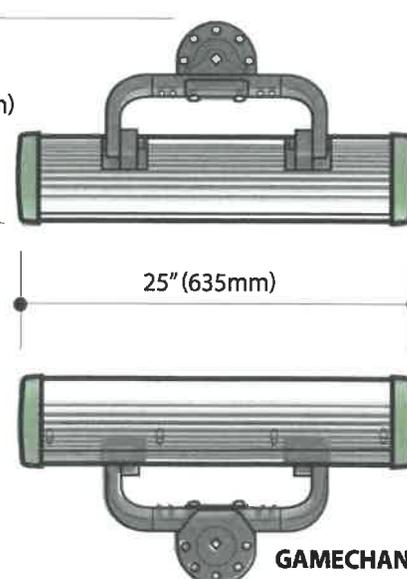
Side View



Top View

Bottom View

GAMECHANGER Gen 3-4



14"
(355mm)

25" (635mm)

GAMECHANGER 3-2

BASIC ASSEMBLY CONFIGURATION:

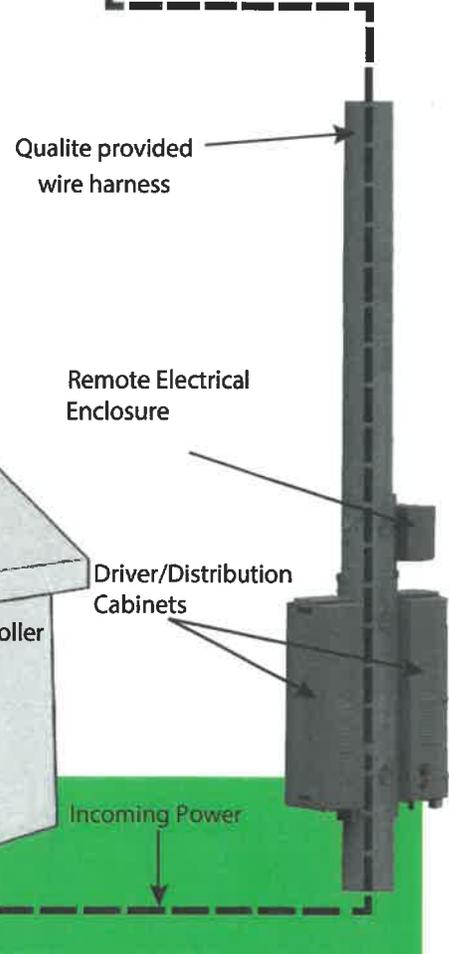
Pre-wired, Pre-aimed, and Pre-assembled light stanchion



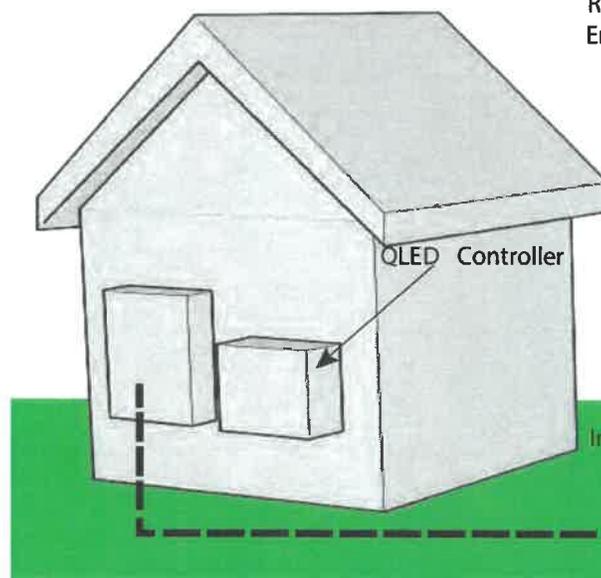
THE GAMECHANGER LIGHTING SYSTEM

Pre-aimed, pre-wired and **FULLY ASSEMBLED** light racks for unequalled ease of assembly with guaranteed performance.

| FEATURES | SYSTEM BENEFITS |
|--------------------------------|---|
| High Efficiency LED | Lower power consumption |
| High CCT & CRI | Low Lumen depreciation |
| | 5700K / 80CRI Min |
| Pre-wired and Pre-aimed System | Ease of Installation Guaranteed light levels System engineered components |
| Instant On/Off | Allows for emergency No warm-up/cool-down time |
| Color Consistency Dimmable | Maintains high definition quality lighting Power savings and design flexibility |
| Environmentally Safe | ROHS compliant |



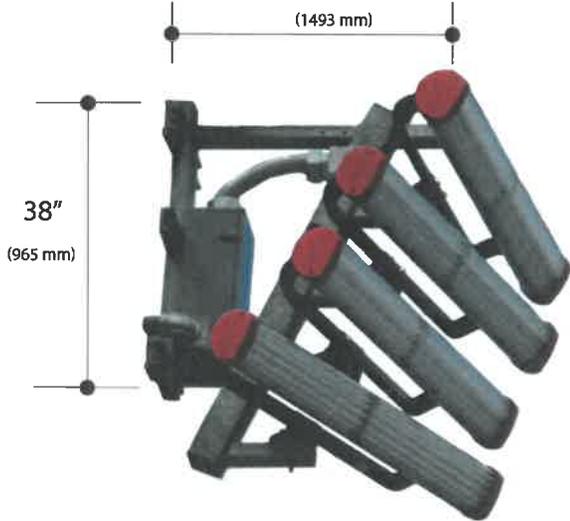
GameChanger™ System being controlled from a smart phone via an app. GameChanger™ can be programmed remotely from any wireless device or laptop providing the ultimate connectivity and control. See the QLED controls brochure for more information.



4F ASSEMBLY



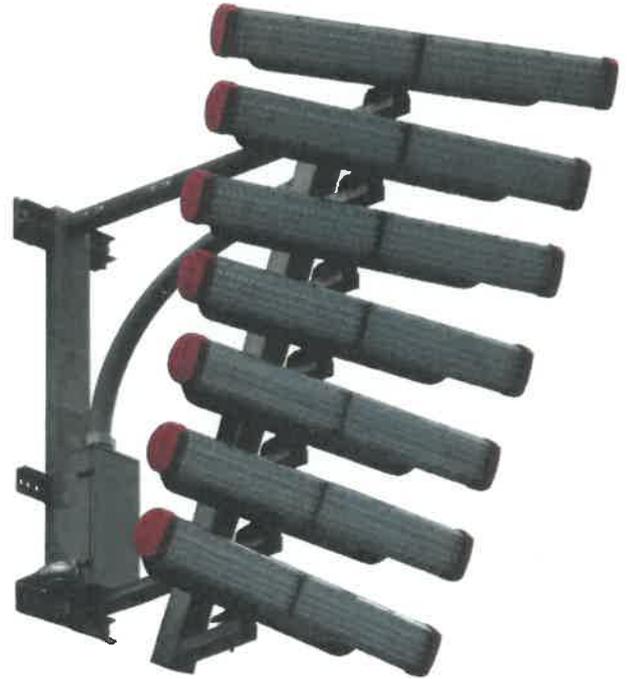
58.8"
(1493 mm)



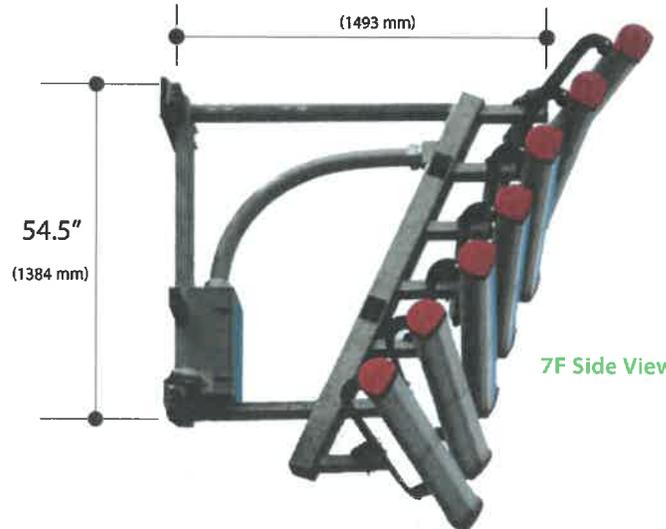
Weight - approximately 300lbs 4F Side View



7F ASSEMBLY



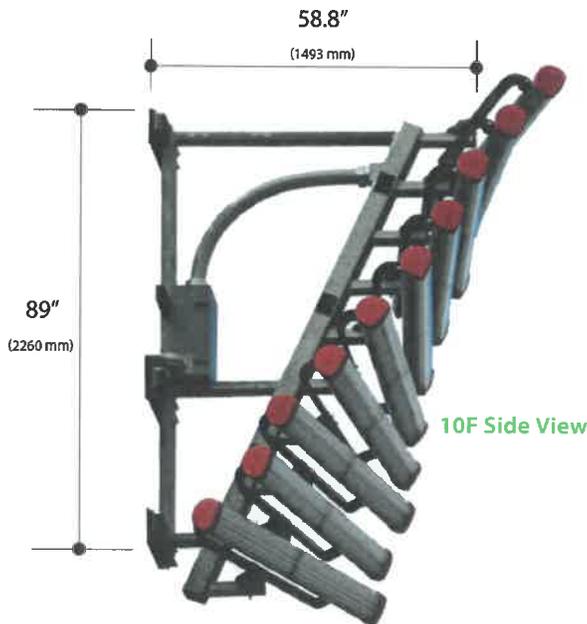
58.8"
(1493 mm)



7F Side View

Weight - approximately 463lbs

10F ASSEMBLY



Weight - approximately 659lbs

Stanchion Assembly Details:

- Designed to meet AASHTO 150mph and Florida Building Code.
- Galvanized to ASTM A123/A123M standards.
- For use on new or retrofit.
- Fully Assembled and inspected prior to shipment.



Installation at North West High School, Jackson, MI.



Installation at Madison High School, Rexburg, ID.

RELIABILITY

Unlike legacy bulb-based systems, Q-LED™ System contains no parts to wear out or replace so you can be sure your lighting is maintenance-free for thousands of hours. Q-LED™ System is weather-proof and can handle the elements.

INTEGRATED CONTROLS

For the greatest control, Q-LED™ System interfaces with the Qualite wireless control system to offer the ultimate fan experience. With dimming, scheduling and many other functions, the customization possibilities are endless.

BEST WARRANTY IN THE BUSINESS

Qualite not only warrants our product, but we also guarantee the light levels, for the life of the system! We have the best standard warranty in the industry and can create a custom warranty to meet the customers needs.

Patent Pending

Shown with optional external visor for extreme spill and glare control.



OPTIMIZED FOR HDTV

Q-LED™ System's ability to match daylight color temperature while delivering precise, uniform light means broadcasters do not require supplemental lighting. Intensity and uniformity ensures shadows on the playing surface are eliminated, improving the appearance of moving objects and the ease with which camera operators can follow the action of the game. Our sophisticated circuitry means flicker is a thing of the past.

EFFICIENCY

A Qualite Sports Lighting installation can reduce fixture count by one-third to one-half, while doubling the amount of light reaching the playing surface. In one Q-LED™ System installation, fixture count was reduced by more than half, foot candles increased from 148 to 277 with energy savings of over 75%.



ABOUT QUALITE

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league sport franchises for over 30 years. In addition, Qualite has partnered with a leading LED fixture manufacturer to provide the highest quality LED technology to sports facilities, including the host stadium to the 2015 Super Bowl, The University of Phoenix in Glendale, AZ.



Phone: (800) 933-9741
Fax: (517) 439-1194
<http://www.Qualite.com/>





Q-LED GameChanger™ Project References

- Ben Davis High School, Indianapolis, IN
- Guerin Catholic High School, Noblesville, IN
- Pickering High School, Leesville, LA
- Lumen Christi High School, Jackson, MI
- City of Wilton Manors, Wilton Manors, FL
- Spencer High School, Columbus, GA
- Henderson High School, Henderson, TN
- University of Illinois Springfield, Springfield, IL
- Booneville School District, Booneville, MO
- St. Lucia Cricket
- Quincy High School, Quincy, WA
- Northwest High School, Jackson, MI
- South Range High School, South Range, OH
- Bradshaw Christian High School, Vineyard, CA
- Exeter High School, Exeter, CA
- University of Utah, Salt Lake City, UT
- United States Forestry Department Ballfields, WA
- Seeger High School, West Lebanon, IN
- Itasca Intermediate School District, Itasca, TX
- Drivetime Car Storage, San Antonio, TX
- Franklin Simpson High School, Franklin, KY
- City of Fruitland Park, Fruitland Park, FL
- Madison High School, Rexburg, ID
- Elsa High School, Edcouch, TX
- Georgia State University,



Georgia State University
Atlanta, GA

- Atlanta, GA
- Sibley-Ocheyedan Central School District, Sibley, IA
- Capital Futbol Club, Salem, OR
- Tommy Oliver Field, Panama City, FL
- Extreme Park, Louisville, KY
- Waterfront Park, Louisville, KY
- University of the Ozarks Tennis Complex, Clarksville, AR
- Cedar Crest College, Allentown, PA

- Jefferson High School, Lake Hopatcong, NJ
- Burns High School, Burns, OR
- Quincy High School, Quincy, WA
- Sayre School, Lexington, KY
- Perry Meridian High School, Indianapolis, IN
- Pollock Baseball Field, Pearl Harbor, Hawaii
- Pacific High School, Pacific, MO
- Petoskey Public Schools, Petoskey, MI

- Risley Baseball Field, Pearl Harbor, Hawaii
- Devon Avenue Fields, Haddon Heights, NJ
- Panama City Sports Complex, Panama City, FL
- Divers Parcs, Gatineau, Quebec, Canada
- Barbados Skate Park, Barbados
- Vashon Island Soccer Fields, Vashon, WA
- Central Diamonds West Fields, El Dorado, KS
- University of Utah Lassonde, Salt Lake City, UT
- Mickel Park, Wilton Manors, FL
- South Walton Sports Complex, Walton County, FL
- Belle Plaine City Baseball, Belle Plaine, IA
- The Woods at Creekside, Parkville, MO
- Governor's Gun Club Shooting Range, Kennesaw, GA
- Greers Ferry High School, Greers Ferry, AR
- New Albany Soccer Field, New Albany, MS
- Richland Park, Portland, TN
- Magnolia Soccer Complex, Salina, KS
- Estuary Park, Alameda, CA
- Washington High School, Vinton, IA
- Madison High School, Rexburg, ID
- Fort Kent Community High School, Fort Kent, ME
- Nacogdoches Intermediate School District, Nacogdoches, TX
- St. John's Prep School Cronin Field, Danvers, MA
- Penn State Hazleton, Hazleton, PA
- Hanover-Horton High School, Horton, MI

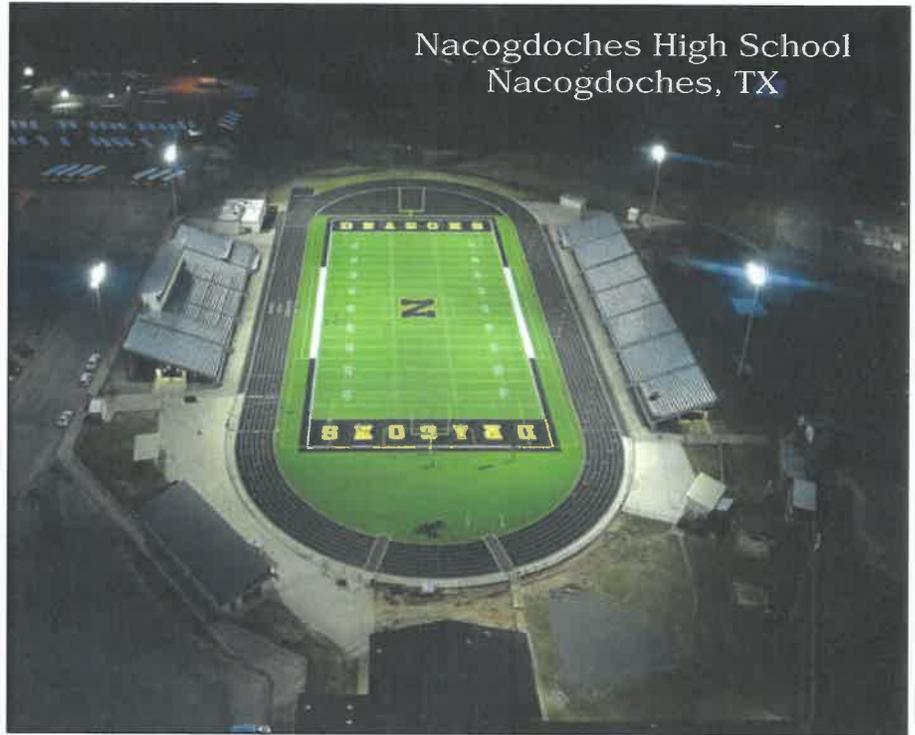
"Our judges recognized Qualite's (Q-LED) GameChanger as a true innovator out of the many products in its category."

- Frank Bonafilia,
executive director, Edison Awards



Q-LED GameChanger™ Project References

- DCG High School, Dallas Center, IA
- Kriz Davis USD, Goddard, KS
- Parque De Barranquitas Soccer, Barranquitas, PR
- Bakersfield SW Fields Mustangs, Bakersfield, CA
- Lake Mona Volleyball Complex, Orlando, FL
- Silver Creek High School, Sellersburg, IN
- Kearns High School, Salt Lake City, UT
- McBride Stadium, Richmond, IN
- Shiloh Football, Fruitland Park, FL
- Young Living Farms, Mona, UT
- McDonough High School, McDonough, GA
- Rusk Intermediate School District, Rusk, TX
- American Little League, Warwick, RI
- Fairplay Park, Douglasville, GA
- Days of 47 Arena, Salt Lake City, UT
- Newell Fonda Football Field, Newell, IA
- Warren Sink Hole, Warren, MI
- Cayon Field, St. Kitts
- Chatham Jr. Football, Chatham, IL
- SW Warren Football Field, Lacona, IA
- Silver Creek High School, Sellersburg, IN
- Big Springs Park and Recreation, Big Springs, TX
- Saigong Soccer, Vietnam
- Miller Baseball Field, Miller, MO
- Owen Valley High School, Spencer, IN
- Majestic Park, Rathdrum, ID
- Clark County High School, Kohoka, MO
- Keosauqua Sports Complex, Keosauqua, IA
- Lincoln County High School, Panaca, NV
- Hart High School, Hart, MI
- Lajoya Intermediate School District, Lajoya, TX
- Maryville High School, Maryville, MO
- Davis County School District, Farmington, UT
- Mooresville High School, Mooresville, IN
- Cornerstone University, Grand Rapids, MI
- University of Kansas Rock Chalk Park, Lawrence, KS
- Riverside Park, Rexburg, ID
- Eden Central School District, Eden, NY
- Weatherford Intermediate School



Nacogdoches High School
Nacogdoches, TX

District, Weatherford, TX

- San Tan High School, San Tan, AZ
- Barr-Reeve High School,

Montgomery, IN

- Bath Community School District, Bath, NY

Topgolf Locations

- | | | |
|---------------------|------------------|------------------------------------|
| ■ Fishers, IN | ■ Nashville, TN | ■ Schaumburg, IL |
| ■ Orlando, FL | ■ Alpharetta, GA | ■ Oxon Hill, MD |
| ■ Miami Gardens, FL | ■ Loudin, Va | ■ Virginia Beach, VA |
| ■ Doral, FL | ■ Tampa, FL | ■ Germantown, MD |
| ■ EL Paso, TX (| ■ Spring, TX | ■ Thornton, CO |
| ■ Tuscon, AZ | ■ Houston-Katy | ■ Charlotte, NC |
| ■ Pittsburgh, PA | ■ Rogers, AR | ■ Mt. Laurel, NJ |
| ■ Las Vegas, NV | ■ Omaha, NE | ■ Myrtle Beach, SC |
| ■ Edison, NJ | ■ Gilbert, AZ | ■ Pharr, TX |
| ■ Dallas, TX | ■ Scottsdale, AX | ■ Auburn Hills, MI |
| ■ Austin, TX | ■ Roseville, CA | ■ Baton Rouge, LA |
| ■ Houston, TX | ■ Hillsboro, OR | ■ Centennial, CO |
| ■ Kansas City, MO | ■ Richmond, VA | ■ Columbus, OH |
| ■ St. Louis, MO | ■ Naperville, IL | ■ Glendale, AZ |
| ■ Huntsville, AL | ■ Atlanta, GA | ■ Minneapolis, Brooklyn Center, MN |
| ■ Birmingham, AL | ■ Greenville, SC | |

Our warranties are the best in the business

We have you covered!

Our products are the Best In The Business so it is fitting that they have warranties that say the same. Whether you are going with the latest in LED technology, GameChanger Q-LED, or you are looking for the latest in metal halide lighting with the Universal Series, we have you covered!

25-Year GameChanger Series Maintenance-Free Warranty

For the next 25 years, Qualite Sports Lighting, LLC will provide all materials to maintain the operations of the lighting system to the original design criteria. Email us at info@qualite.com for a complete copy of our 25-Year GameChanger Series Maintenance-Free Warranty.



At a glance:

Qualite Sports Lighting's Q-LED GameChanger™ comes standard with a 25-year maintenance-free warranty! No one out there is offering a comparable warranty!

Other benefits include:

- ✓ Warranty covers bumper to bumper
- ✓ No cost to the owner for 25 years
- ✓ Quick response time with repairs
- ✓ Qualite maintains service technicians throughout the country to ensure adequate coverage for its customers

Come visit
our Michigan facility

We encourage visits to our facility in Michigan, where attendees will be treated to a factory tour, catered presentation, field site visit and, of course, food and beverages!



25-YEAR TOTAL COVERAGE WARRANTY

LED GameChanger™ Lighting System Sports Lighting Application

Qualite Sports Lighting provides a 25-year “total coverage warranty” to the owner for complete peace of mind at no out-of-pocket cost.

What this warranty covers:

Qualite warrants both the 500-watt and 1,000-watt GameChanger™ LED Lighting System for 25 years from failure.

All fixtures and or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc. will be replaced or corrected at Qualite’s expense. The use and cost of equipment (cranes, lifts or other heavy construction equipment) is included in this warranty at Qualite’s expense.

What is covered and included:

- Total system coverage, lights, poles, drivers, etc.
- All labor
- Lifts, crane or other equipment required for repair
- All parts will be supplied by Qualite at no cost to owner
- Light levels are guaranteed for full 25-year period
- Fixture aiming and mounting is guaranteed.

What is not covered:

- Acts of God. (flood, lightning, tornado, etc)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions

Conditions of Service:

- Adequate, pre-determined egress/ingress is required for heavy service equipment
- Safe working environment for crews

Response Time:

- Normal non-emergency service work will be scheduled within owner’s requirements
- Emergency service response will occur within a 24-hour period

Notes:

This warranty is intended for normal usage for the GameChanger Lighting System that would be installed on a grade school, high School sports venue, charter schools, park and recreation, College Level or other venue with normal use considerations. Please contact Qualite Sports Lighting for high or extreme use facilities.