

Submitted By:

Weaver Electric Inc.

C.O.R. 18960 - MC

8289 Canal Rd

Gulfport MS 39503

228-265-7740

2/21/2023

Sealed Bid

Ridgeland Tennis Center

Lighting System Improvements

City of Ridgeland, Madison County, Mississippi

PROPOSAL

Proposal of Weaver Electric Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Corporation, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Ridgeland, Mississippi**, (hereinafter called "OWNER").

In compliance with your advertisement for Bids for construction of:

**Ridgeland Tennis Center
Lighting System Improvements
City of Ridgeland, Madison County, Mississippi**

BIDDER, hereby proposes to perform all WORK for construction of the in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **150 consecutive calendar days** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00 for each consecutive calendar day** thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
<u>Addendum # 1</u>	<u>Dated 2/3/2023</u>

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and **hereby agrees 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 specified.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

Bidder further agrees to execute the contract agreement as bound herein **within ten (10) working days after receipt of contract forms** from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of **not less than one hundred percent (100%) of the total of the Base Bid**. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$_____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) working days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5-1 FOR BID ITEMS**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. The bid items listed on the Proposal are generalized only for the purpose of comparing bids. Any differences between these items described and actual quantities and items required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. By submission of your Proposal, you hereby acknowledge the previous statement. Compensation will be based on the lump sum and actual construction quantities indicated in the Contract Documents, which include all plans, specifications, and other enclosed documents.
7. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous, and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Orders.
8. Each bidder shall furnish with the bid a letter showing the following information:
 - a. Experience record of the bidder on similar projects.
 - b. Name and experience record of the person or persons likely to serve as construction superintendent.
 - c. Failure of the bidder to furnish the above information with his bid shall be grounds to reject his bid.

(SEE FOLLOWING SHEETS FOR BID ITEMS)

BID FORM

RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS

CITY OF RIDGELAND, MISSISSIPPI

January 2023

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BASE BID					
1	LED RETROFIT LIGHTING SYSTEM	LS	1	\$ 229,950.00	\$ 229,950.00
<i>includes luminaires, wire harnesses, drivers, enclosures and other incidental items necessary to retrofit <u>102 light fixtures</u> on <u>66 existing poles</u> located on 17 different tennis courts within the Ridgeland Tennis Center Complex.</i>					
TOTAL BASE BID					\$ 229,950.00

RESPECTFULLY SUBMITTED BY: **Weaver Electric Inc.**
(CONTRACTOR, PLEASE PRINT)

SIGNATURE

NAME AND TITLE

Jeremy Holland Vice President
(PLEASE PRINT)

ADDRESS

8289 Canal Rd

Gulfport MS 39503

PHONE NUMBER

228-265-7740

CERTIFICATE OF RESPONSIBILITY NO.

18960-MC



CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Rachael Sawyer certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that Jeremy Holland who signed said Proposal on behalf of the Contractor, was then Vice President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Rachael Sawyer

Title: Corporate Secretary

Signature: *Rachael Sawyer*

(CORPORATE SEAL)



AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Harrison

I, Jeremy Holland

(name of person signing affidavit)

individually, and in my capacity as Vice President

(title)

of Weaver Electric Inc.

(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That WEaver Electric Inc., Bidder on the **RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS, in the City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title Vice President

(SEAL)

Sworn before me this 27th day of February 2023.

My commission expires January 24, 2024 Shelli Whitley Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.



AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Harrison

I, Jeremy Holland

(name of person signing affidavit)

individually, and in my capacity as Vice President

(title)

of Weaver Electric Inc.

(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Weaver Electric Inc., Bidder on the **RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS, in the City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title Vice President

(SEAL)
Sworn before me this 21st day of February, 2023.

My commission expires January 24, 2024 [Handwritten Signature] Notary Public



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Weaver Electric, Inc.
(Name of Contractor)

P.O. Box 7176, Gulfport, MS 39506
(Address of Contractor)

a Corporation hereinafter called "Principal",
(Corporation, Partnership, Limited Liability Company, or Individual)

AND Old Republic Surety Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed, this the 21st day of February, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the **City of Ridgeland, Mississippi** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS"

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 on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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 seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Weaver Electric, Inc.

(L.S.)

Old Republic Surety Company

Principal

Surety





By:

By: Lisa R. Butler, Attorney-in-Fact, MS Resident Agent

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.



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 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 23rd day of November, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of November, 2022, 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 21st day of February, 2023

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.

RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS
CITY OF RIDGELAND, MISSISSIPPI

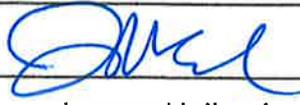
The Contract Documents and Specifications shall be amended/clarified as set forth herein below:

Revisions to Contract Documents:

1. Replace INFORMATION FOR BIDDERS, SHEET NO. B-7 – “REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) ” with the attached revised version. Tab “H” – WARRANTY – has been revised to only require (3) customer references currently under the specified warranty. Said customers do not have to be located in the State of Mississippi. Tab “I” – PROJECT REFERENCES – has been revised to only require (3) projects using the technology and specific fixtures proposed for this project. Said projects do not have to be located in the State of Mississippi.
2. Replace SECTION C-PROPOSAL-BID FORM SHEET NO. C-4 in its entirety with the attached revised version which modifies the pay item description to reference retrofitting 102 light fixtures on 66 existing poles.
3. Replace SCOPE OF WORK, SECTION A, LIGHTING CONTROL SYSTEM SUMMARY, in its entirety with the attached revised version. This document was revised to include additional light fixtures located on the existing poles between tennis courts. These lights were previously not listed for replacement, and are now included.
4. Replace SCOPE OF WORK, SECTION B, LIGHTING SYSTEM LAYOUT & ILLUMINATION SUMMARY, in its entirety with the attached revised version. This document was revised to include additional light fixtures located on the existing poles between tennis courts. These lights were previously not listed for replacement, and are now included.
5. Replace SPECIFICATION SECTION 26-56-68, EXTERIOR ATHLETIC LED RETROFIT LIGHTING SYSTEM, in its entirety with the attached revised version. The following sections of the specification have been updated with new requirements: Section 1.3 – Onfield Lighting Performance; Section 1.4 – Environmental Light Control; and, Section 2.2.B – Electrical Energy Consumption; Section 4.1 – Compensation; and, “Required Submittal Information for All Manufacturers (Not Pre-Approved) “ .

Acknowledge receipt of this addendum (1) on the space provided herein, (2) electronically upon receipt and (3) on the front page of the PROPOSAL, SHEET C-1. **Failure to acknowledge receipt of this addendum and attach it to the Contract Documents shall be grounds for rejecting the PROPOSAL.**

John North
John Sidney North
Director of Recreation and Parks
City of Ridgeland

BIDDER ACKNOWLEDGEMENT	
COMPANY:	Weaver Electric Inc.
SIGNATURE:	
PRINTED NAME:	Jeremy Holland
DATE:	2-21-2023