

**FOR:** TECHNOLOGY CENTER  
COOLING TOWER REPLACEMENT

**TO:** Pearl River Community College  
Poplarville, Mississippi  
(hereinafter called "Owner")

**DATE:** 7.20.21

**SUBMITTED BY:**

Bidder's Full Name (hereinafter called "Bidder"): KBM Solutions

Address: 113 Red Hill Church Rd

City, State, Zip: Lumberton, MS 39455

**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:

**BASE BID LUMP SUM PRICE:**

one hundred fourteen thousand seven  
hundred fifty DOLLARS (\$ 114,750 ).

\*\*\*\*\*

**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 135 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 7/10/21 Addendum No. \_\_\_ dated \_\_\_\_\_

Addendum No. 2 dated 7/14/21 Addendum No. \_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_ dated \_\_\_\_\_ 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 Casey Blanchard (Seal – If Bid is by Corporation)  
(Signature)

Name and Title: Casey Blanchard Member

Business Address: 113 Red Hill Church Rd Lumberton, MS 39457

Certificate of Responsibility No.: 22198-MC

 **AIA**<sup>®</sup> Document A310<sup>™</sup> – 2010

***Bid Bond***

**CONTRACTOR:**

*(Name, legal status and address)*

**KBM Solutions, LLC  
113 Red Hill Church Road  
Lumberton, MS 39455**

**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)*

**Pearl River Community College  
101 Hwy 11 North  
Poplarville, MS 39470**

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)*

**Technology Center Cooling Tower Replacement  
Pearl River Campus - Pearl River Community College  
Poplarville, MS**

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 **20th** day of **July**, 2021

\_\_\_\_\_  
(Witness)

**KBM Solutions, LLC**

\_\_\_\_\_  
(Contractor as Principal)

\_\_\_\_\_  
(Seal)

*Carey Blanchard*  
\_\_\_\_\_  
(Title) *President*

*Sharon Landry*  
\_\_\_\_\_  
(Witness)

**Old Republic Surety Company**

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

*Kathleen B. Scarborough*  
\_\_\_\_\_  
(Title) **Kathleen B. Scarborough, Attorney-In-Fact  
MS Resident Agent**



# 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, 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 RYAN 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 26th day of January, 2021.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of January, 2021, 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, 2022

(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 20th day of July, 2021.

*Karen J. Haffner*  
Assistant Secretary