

Bid Tabulation
Columbia County, Florida
Board of County Commissioners

Date: 10/11/2021

Bid No: 2021-11

Project: Ellisville Wastewater Treatment Plant Expansion

Firm Name	Base Bid
Music Construction, Inc.	\$ 1,117,700.00
Worth Construction & Development, Inc.	\$ 1,071,735.45
SGS Contracting Services, Inc.	\$ 1,047,700.00

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

NAME OF BIDDER: Music Construction, Inc.

Bid Item	Description	Quantity	Unit	Total Price (In Numbers)
1	Packaged Wastewater Treatment Plant Expansion	1	Lump Sum	1,023,200.00
2	Rapid Infiltration Basin Improvements	1	Lump Sum	36,000.00
3	Shell Access Driveway Extension	1	Lump Sum	6,500.00
4	Contingency Allowance	1	Allowance	\$50,000
5	Permitting Allowance	1	Allowance	\$2,000

Total Base Bid (Sum of Items 1 through 5, inclusive) \$ 1,117,700.00
 (In Numbers)

Total Base Bid (Sum of Items 1 through 5, inclusive)
 \$ One Million, One Hundred Seventeen Thousand Seven Hundred Dollars and No Cents
 (In Words)

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

NAME OF BIDDER: Music Construction, Inc.

SCHEDULE OF DEDUCTIVE ALTERNATES

Item	Description	Quantity	Unit	Amount of Decrease to Base Bid
2	Rapid Infiltration Basin Improvements	1	Lump Sum	Subtract \$ <u>36,000.00</u>
3	Shell Access Driveway Extension	1	Lump Sum	Subtract \$ <u>6,500.00</u>

SCHEDULE OF ADDITIVE ALTERNATES

Item	Description	Quantity	Unit	Amount of Increase to Base Bid
AA-1	Installation of Static Screen on Existing Train No. 1	1	Lump Sum	Add \$ <u>62,000.00</u>

The OWNER reserves the right to award project based on the Total Base Bid and any combination of Deductive Alternate Bid Items or Additive Alternate Bid Items.

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

PROPOSED "OR EQUAL" MAJOR EQUIPMENT SCHEDULE

Number	Specification Section	Manufacturer's Name and Model Number	Amount of Deduct from Bid
1.	N/A	N/A	\$ N/A
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$

The above listed "Or Equal" items are hereby guaranteed to perform in all respects the functions of the items or specified manufacturers and in accordance with the Contract Documents. It is fully understood that approval of such items is contingent upon this guarantee and at the sole discretion of the OWNER.

NAME OF BIDDER: Music Construction, Inc.

BIDDER'S SIGNATURE: 
 Dennis Music, President

DATE: October 11, 2021

SECTION 00 43 14

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

MUSIC Construction, Inc.
12285 235th Road
Live Oak, FL 32060

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
151 North Franklin Street
Chicago, IL 60606

OWNER (Columbia County Utilities, 607 NW Quinten Street, Lake City, Florida, 32055):

BID

Bid Due Date: 10/11/2021
Description: Ellisville Wastewater Treatment Plant Expansion

BOND

Bond Number:
Date (Not earlier than Bid due date): 10/11/2021
Penal sum Five percent of the amount bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

MUSIC Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Dennis Music
Signature

Dennis Music
Print Name

President
Title

Attest: Mary C. Redding
Signature **Mary C. Redding**

Secretary/Treasurer
Title

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: Joseph W. LoPresti
Signature (Attach Power of Attorney)

Joseph W. LoPresti
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph W LoPresti, Mia Bush, Anthony Leavine, Sharon Burton-Hicks, Tammie Straughn, Bruce Carlson, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of March, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

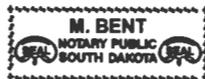
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of October, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

NAME OF BIDDER: WORTH CONSTRUCTION & DEVELOPMENT, INC.

Bid Item	Description	Quantity	Unit	Total Price (In Numbers)
1	Packaged Wastewater Treatment Plant Expansion	1	Lump Sum	950,731.25
2	Rapid Infiltration Basin Improvements	1	Lump Sum	38,629.20
3	Shell Access Driveway Extension	1	Lump Sum	9,375. ⁰⁰
4	Contingency Allowance	1	Allowance	\$50,000
5	Permitting Allowance	1	Allowance	\$2,000

Total Base Bid (Sum of Items 1 through 5, inclusive) \$ 1,071,735.45
 (In Numbers)

Total Base Bid (Sum of Items 1 through 5, inclusive)
 \$ ONE MILLION SEVENTY ONE THOUSAND SEVEN HUNDRED THIRTY FIVE
 (In Words) DOLLARS AND FORTY FIVE CENTS

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

NAME OF BIDDER: WORTH CONSTRUCTION & DEVELOPMENT, INC.

SCHEDULE OF DEDUCTIVE ALTERNATES

Item	Description	Quantity	Unit	Amount of Decrease to Base Bid
2	Rapid Infiltration Basin Improvements	1	Lump Sum	Subtract \$ <u>59,629.20</u>
3	Shell Access Driveway Extension	1	Lump Sum	Subtract \$ <u>9,375.00</u>

SCHEDULE OF ADDITIVE ALTERNATES

Item	Description	Quantity	Unit	Amount of Increase to Base Bid
AA-1	Installation of Static Screen on Existing Train No. 1	1	Lump Sum	Add \$ <u>48,321.00</u>

The OWNER reserves the right to award project based on the Total Base Bid and any combination of Deductive Alternate Bid Items or Additive Alternate Bid Items.

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

PROPOSED "OR EQUAL" MAJOR EQUIPMENT SCHEDULE

Number	Specification Section	Manufacturer's Name and Model Number	Amount of Deduct from Bid
1.			\$
2.		— 0 —	\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$

The above listed "Or Equal" items are hereby guaranteed to perform in all respects the functions of the items or specified manufacturers and in accordance with the Contract Documents. It is fully understood that approval of such items is contingent upon this guarantee and at the sole discretion of the OWNER.

NAME OF BIDDER: STANLEY L. WORTH

BIDDER'S SIGNATURE: *Stanley L. Worth*

DATE: 10/11/2021

SECTION 00 43 14

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Worth Construction & Development, Inc.
9536 CR 136A, Live Oak, FL 32060

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Columbia County Utilities, 607 NW Quinten Street, Lake City, Florida, 32055):

BID

Bid Due Date: 10/11/2021
Description: Ellisville Wastewater Treatment Plant Expansion

BOND

Bond Number: N/A
Date (Not earlier than Bid due date): 10/11/2021
Penal sum Not to Exceed Five Percent of Total Amount Bid \$ 5% of Total Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Worth Construction & Development, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

STALEY L. WORTH
Print Name

PRESIDENT
Title

Attest: [Signature]
Signature

Manager
Title

SURETY

The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Benjamin K. Powell
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Kassandra S. Sullins, Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform^{to} to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6830682

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin K. Powell; Fitzhugh K. Powell, Jr; Robert T. Theus; Walter N. Myers

all of the city of JACKSONVILLE, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of January, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of October, 2021.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

NAME OF BIDDER: SGS Contracting Services, Inc.

Bid Item	Description	Quantity	Unit	Total Price (In Numbers)
1	Packaged Wastewater Treatment Plant Expansion	1	Lump Sum	920,700
2	Rapid Infiltration Basin Improvements	1	Lump Sum	70,000
3	Shell Access Driveway Extension	1	Lump Sum	5,000
4	Contingency Allowance	1	Allowance	\$50,000
5	Permitting Allowance	1	Allowance	\$2,000

Total Base Bid (Sum of Items 1 through 5, inclusive)

\$ 1,047,700
 (In Numbers)

Total Base Bid (Sum of Items 1 through 5, inclusive)

\$ One Million Forty Seven Thousand Seven Hundred ⁷⁰/₁₀₀
 (In Words)

COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11

NAME OF BIDDER: SGS Contracting Services, Inc.

SCHEDULE OF DEDUCTIVE ALTERNATES

Item	Description	Quantity	Unit	Amount of Decrease to Base Bid
2	Rapid Infiltration Basin Improvements	1	Lump Sum	Subtract \$ <u>70,000</u>
3	Shell Access Driveway Extension	1	Lump Sum	Subtract \$ <u>5,000</u>

SCHEDULE OF ADDITIVE ALTERNATES

Item	Description	Quantity	Unit	Amount of Increase to Base Bid
AA-1	Installation of Static Screen on Existing Train No. 1	1	Lump Sum	Add \$ <u>40,000</u>

The OWNER reserves the right to award project based on the Total Base Bid and any combination of Deductive Alternate Bid Items or Additive Alternate Bid Items.

**COLUMBIA COUNTY
 ELLISVILLE WASTEWATER TREATMENT PLANT EXPANSION
 PROJECT NUMBER 2021-11**

PROPOSED "OR EQUAL" MAJOR EQUIPMENT SCHEDULE

Number	Specification Section	Manufacturer's Name and Model Number	Amount of Deduct from Bid
1.	N/A		\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$

The above listed "Or Equal" items are hereby guaranteed to perform in all respects the functions of the items or specified manufacturers and in accordance with the Contract Documents. It is fully understood that approval of such items is contingent upon this guarantee and at the sole discretion of the OWNER.

NAME OF BIDDER: SGS Contracting Services, Inc.

BIDDER'S SIGNATURE:  _____

DATE: 10-11-2021

SECTION 00 43 14

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SGS Contracting Services, Inc.
18420 High Springs Main Street
High Springs, FL 32643

SURETY (Name and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Columbia County Utilities, 607 NW Quinten Street, Lake City, Florida, 32055):

BID

Bid Due Date: 10/11/2021

Description: Ellisville Wastewater Treatment Plant Expansion

BOND

Bond Number: 101121BID

Date (Not earlier than Bid due date): 10/11/2021

Penal sum	<u>Five Percent of Amount Bid</u>	\$	<u>(---- 5% ----)</u>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

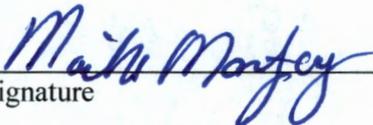
SGS Contracting Services, Inc. (Seal)

Bidder's Name and Corporate Seal

By: 
Signature

Seth G. Simmons
Print Name

President
Title

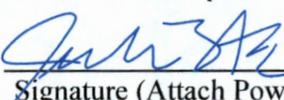
Attest: 
Signature

WITNESS
Title

SURETY

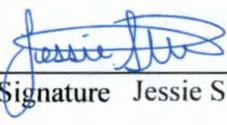
Atlantic Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Jorge L. Bracamonte
Print Name

Attorney-In-Fact & FL Licensed Resident Agent
Title

Attest: 
Signature Jessie Sloan

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Inquiries: (321) 800-6594

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

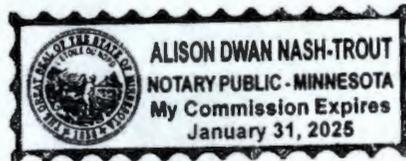


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of October, 2021.

This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary