

*Stewart Construction Company Inc.*  
*1910 Eden Street*  
*Pascagoula, MS 39581*  
**Certificate of Responsibility # 09475-MC**

*Jackson County School District*  
*4700 Colonel Vickery Road*  
*Vanceleave, MS 39565*

**PROJECT:**  
St. Martin Football Bleachers

**Sealed Bid to be Opened at 2 PM Tuesday, October 8, 2024**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Stewart Construction Company, Inc.  
1910 Eden Street  
Pascagoula, MS 39581

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices

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.

### OWNER:

(Name, legal status and address)

Jackson County School District  
4700 Colonel Vickrey Road  
Vancleave, MS 39565

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

St. Martin Football Bleachers 0155.23.004

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 8th day of October, 2024.

  
(Witness)

Ashley Stewart

Stewart Construction Company, Inc.

(Principal)

(Seal)

By:

(Title)

Timothy M. Stewart, President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title)

Peggy L. Jackson, Attorney-in-Fact

Fisher Brown Bottrell/MMA





POWER OF ATTORNEY

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

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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 Peggy L. Jackson all of the city of Ridgeland state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Stewart Construction Company, Inc.
Obligee Name: Jackson County School District
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

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 9th day of September, 2024



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

By: Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA as
COUNTY OF MONTGOMERY

On this 9th day of September, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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 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 Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 8th day of October, 2024



By: Renee C. Llewellyn, Assistant Secretary

**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

Owner: Jackson County School District (Owner)

Address:

4700 Colonel Vickery Rd  
Vancleave, Mississippi 39565

**1.02 FOR:**

Project: St. Martin Football Bleachers

Address:

10700 Yellow Jacket Road  
Ocean Springs, Mississippi 39564

Engineer/Architect Project Number: 0155.23.004

**1.03 DATE: 10/8/24 (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Stewart Construction Company Inc.
- 1. Address 1910 Eden Street
- 2. City Pascagoula State MS, Zip 39581

**1.05 OFFER**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by MP Design Group for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work, within the time set forth herein for the Sum of:

**B. BASE BID LUMP SUM PRICE:**

One million two hundred sixty five thousand dollars  
(\$ 1,265,000.00 ), in lawful money of the United States of America.

**C. BID ALTERNATE NO. 01**

**MUST CIRCLE ONE:** ADDITIVE ALTERNATE **DEDUCTIVE ALTERNATE**  
One hundred ten thousand dollars  
(\$ 110,000.00 ), in lawful money of the United States of America.

- D. We have included the required security deposit as required by the Instruction to Bidders.
- E. We have included the required Non Collusive Affidavit Form as required by the Instructions to Bidders.
- F. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- G. We have included the cost of all local jurisdiction building permits required to complete the construction of this project in our Base Bid amount unless specifically called for otherwise in Section 012100 Allowances.
- H. All applicable federal taxes are included and state of Mississippi taxes are included in the Bid Sum.
- I. All Cash and Contingency Allowances described in Section 012100 - Allowances are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 2. Commence work within seven days after written Notice to Proceed of this bid.
- C. 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.
- D. 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.

**1.07 CONTRACT TIME**

- A. Complete Work in 240 Calendar Days from the Notice to Proceed
- B. 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:

**\*\*\* UP TO \$500.00 PER CALENDAR DAY \*\*\***

**1.08 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
  - 1. Removal (muck out / haul off) and replacement (put back) of unsuitable soil material:

QUAN TITY	UNI T	UNIT PRICE	TOTAL EXTENSION
300	CY/ FM	\$ 60.00	(\$ 15,000.00 ) Fifteen thousand
			_____ dollars

**1.09 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. 10 percent overhead and profit on the net cost of our own Work;
  - 2. 10 percent on the cost of work done by any Subcontractor.

**1.10 ADDENDA**

- A. 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 Sum. Add additional lines if needed.
  - 1. Addendum # 1 Dated 9/12/24
  - 2. Addendum # 2 Dated 10/3/24
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 5. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**1.11 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
  - 1. Non Collusive Affidavit

- 2. Bid Bond: Form AIA Document A310
- 3. Letter from Insurance Company
- 4. Proof of Contractor's State License
- 5. Non-Resident Contractors: Attach a copy of your state's current law (refer to Instructions to Bidders for additional information)

B. If requested by the Engineer/Architect, we agree to submit the following Supplements to Bid Forms within 7 days after submission of this bid for additional bid information:

- 1. Proposed Schedule of Values Form

**1.12 BID FORM SIGNATURE(S)**

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Stewart Const. Co., Inc.

Name of Business (Complete legal spelling as represented at the state Contractor's Board)



*Timothy M. Stewart*

Signature of Signee

Timothy M. Stewart, President

Printed Name of Authorized Signing Officer and Title

**1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

**STEWART CONST. CO., INC.  
1910 EDEN STREET  
PASCAGOULA, MS 39581**

is duly registered and entitled to perform  
BUILDING CONSTRUCTION



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 3 day of Aug., 2024*

**CERTIFICATE OF RESPONSIBILITY**  
**No. 09475-MC**  
Expires Aug. 3, 2025

*Jael Q. Canell*

CHAIRMAN OF THE BOARD



David J. Machado, PE  
Brad P. Patano, PE  
Gerrod W. Kilpatrick, PE  
Bradford A. Jones, AIA

YOUR PROJECT • OUR PRIORITY • NO EXCUSES

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 8 day of October, 2024

Stewart Construction Company Inc.  
General Contractor (GC) Company Name

Timothy M. Stewart, President  
Printed Name and Title of GC's Representative

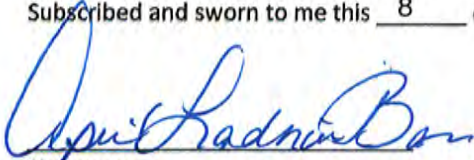
  
Signature of GC's Representative

### NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF Mississippi COUNTY OF Jackson

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8 day of October, 2024.

  
Signature

My Commission Expires: July 21, 2028





P. O. Box 1490  
Jackson, MS 39215  
(601) 960-8200 Phone  
(601) 208-7484 Fax  
[www.fbbins.com](http://www.fbbins.com)

October 8, 2024

Jackson County School District  
4700 Colonel Vickery Rd.  
Vanceleave, MS 39565

RE: St. Martin Football Bleachers #0155.23.004

To Whom it May Concern:

This is to advise of our intention to provide the bidder, Stewart Construction Co. Inc., the insurance required according to the contract documents.

If anything else is needed regarding this matter please feel free to contact me at (601) 960-7445.

Sincerely,

A handwritten signature in black ink that reads "Cynthia Bowling". The signature is written in a cursive style.

Cynthia Bowling  
Account Executive

Fisher Brown Bottrell Insurance, Inc. is a subsidiary of Trustmark National Bank. Insurance products are not deposits or other obligations of, guaranteed by, or insured by Trustmark National Bank of any of its affiliates; not insured by the FDIC or any other agency of the United States, except in the case of Federal Flood Insurance or Federal Crop Insurance, and may be subject to investment risk, including the possible loss of value.