



MISSISSIPPI DELTA
COMMUNITY COLLEGE

**Bid Packet:
CAPPS WINDOWS & DOORS PROJECT**

DUE DATE:

9:30 a.m. on Wednesday, April 9, 2025

INVITATION TO BID

Mississippi Delta Community College (MDCC) invites qualified contractors to submit bids for
Capps Windows & Doors Project

The project shall consist of the replacement of 122 windows and 1 set of double doors (storefront) at the Capps Center in Indianola, MS. This project includes the removal and replacement of specified windows and doors, along with associated interior repairs. Bidders must comply with all specifications, terms, and conditions outlined in this bid package. This project will begin July 1, 2025.

Bid Packages are available for viewing and download at <https://www.msdelatabids.com/>. For questions regarding the website or electronic bidding, you may contact PH Bidding Group at 662-407-0193 or via email at info@phbidding.com. Documents can also be requested by contacting David Tedford at 662-246-6441.

Sealed bids will be accepted until **9:30 a.m. on Wednesday, April 9, 2025**, at the Office of Business Services located in the Boggs Scroggins Enrollment Services Building in Moorhead, MS. Bids delivered by USPS need to be addressed as follows: MDCC Business Services, PO Box 668, Moorhead, MS 38761. Bids delivered by FedEx need to be addressed as follows: MDCC Business Services, 289 Cherry Street, Moorhead, MS 38761. All bids must be delivered during normal MDCC working hours, 8 a.m. - 5 p.m., Monday - Thursday. Sealed electronic bids shall be received by Mississippi Delta Community College through <https://www.msdelatabids.com/> until 9:30 a.m. on Wednesday, April 9, 2025. **All electronic bids must include as an attachment the bidder's certificate of responsibility or a statement that the bid did not exceed \$50,000.**

All bids should be clearly marked on the outside of the envelope: **CAPPS Windows & Doors Project**.

Please remember that no bids for a public project shall be opened unless the bidder's certificate of responsibility number appears on the outside of the envelope or unless there appears a statement on the outside of the envelope to the effect that the bid enclosed therewith did not exceed \$50,000.

The specifications describe a minimum acceptable product to meet MDCC requirements. Purchases, if made, will be made from the lowest and best bidder. Successful bidder must have provisions for storing and securing parts including from the manufacturer within a reasonable length of time. Each bidder will state the manufacturer's standard comprehensive warranty. A warranty will be a consideration in determining the best bid.

All bids will be opened and publicly read at 9:45 a.m. on **Wednesday, April 9, 2025**, in the MDCC Office of Business Services located in the Boggs Scroggins Enrollment Services Building in Moorhead, MS. The Mississippi Delta Community College Board of Trustees reserves the right to waive any informalities and reject any and all bids and exceptions taken to minimum specifications. Please contact David Tedford, 662-246-6441, for any additional questions.

March 7, 2025

March 14, 2025

Project Scope of Work

The Contractor shall furnish all labor, materials, equipment, supervision, and permits necessary to complete the following:

1. Window Replacement

- Quantity: 122 windows
- Scope:
 - Remove and dispose of existing windows, including glass and frames, in accordance with local regulations.
 - Exception: Windows on the east side break room are excluded from replacement and shall remain intact.
 - Install new windows, including frames and glass, at all other specified locations.
- Specifications:
 - Glass: Minimum 1" thick, double-pane insulated glass with a green tint to match existing windows (refer to Attachment 3 for photos of existing windows).
 - Frames: Aluminum or vinyl frames (contractor to specify material in bid), designed for durability and weather resistance.
 - Performance: Windows must meet or exceed current energy efficiency standards (e.g., ENERGY STAR certification or equivalent).
 - Weatherproofing: Install appropriate caulking, seals, and flashing to ensure water-tight installation.

2. Double Door (Storefront) Replacement

- Quantity: 1 set of double doors
- Scope:
 - Remove and dispose of the existing storefront double doors and frame.
 - Install a new set of commercial-grade double doors with frame.
- Specifications:
 - Material: Aluminum frame with tempered glass panels.
 - Glass: Minimum 1" thick, green-tinted to match existing windows (refer to Attachment 3 for photos of existing doors).
 - Hardware: Heavy-duty commercial hinges, panic bars, and locking system.
 - Accessibility: Doors must comply with ADA standards.
 - Weatherproofing: Include seals and thresholds to prevent water and air infiltration.

3. Interior Repairs

- Scope:
 - Repair any sheetrock damaged during window and door removal/installation.
 - Repaint repaired areas to match the existing wall color (contractor to verify color with owner prior to painting).
- Specifications:
 - Sheetrock: Standard ½" drywall, taped, mudded, and sanded to a smooth finish.
 - Paint: Interior latex paint, minimum two coats, color matched to existing walls (e.g., provide sample for approval).

4. General Requirements

- Cleanup: Remove and dispose of all debris generated during the project. Leave the site clean and free of hazards.
- Permits: Obtain and pay for all necessary permits and inspections required by the City of Indianola and Sunflower County, MS.
- Safety: Comply with OSHA standards and ensure the safety of workers and building occupants during construction.
- Warranty: Provide a minimum 2-year warranty on labor and materials, with manufacturer warranties passed through to the owner.

Bid Submission Requirements

1. Company Information:
 - Legal name, address, contact information, and contractor license number.
 - Proof of insurance (general liability, workers' compensation, and property damage).
 - References from at least three similar completed projects.
2. Detailed Cost Proposal:
 - Itemized breakdown of costs for:
 - Window removal and replacement (excluding east side break room).
 - Double door removal and replacement.
 - Sheetrock repair and painting.
 - Permits, cleanup, and other associated costs.
 - Total lump-sum bid amount.
3. Proposed Materials:
 - Submit specifications or cut sheets for proposed windows, doors, glass, and paint.
 - Confirm green tint matches existing windows
4. Project Schedule:
 - This project will begin July 1, 2025.

Bid Evaluation Criteria

Bids will be evaluated based on:

- Completeness and compliance with specifications.
- Total cost.
- Contractor experience and references.
- Proposed timeline.
- Quality of materials proposed.

The Owner (MDCC) reserves the right to reject any or all bids, waive minor irregularities, or negotiate with bidders as deemed in the best interest of the project.

Terms and Conditions

1. Payment Terms: Progress payments will be made monthly based on completed work, with 10% retainage held until final acceptance.
2. Change Orders: Any changes to the scope of work must be approved in writing by the owner with an agreed-upon cost adjustment.
3. Liquidated Damages: Contractor shall pay \$500 per day for unexcused delays beyond the contracted completion date.
4. Bonding: A performance and payment bond equal to 100% of the contract amount is required for contracts exceeding \$50,000 (if applicable).

Attachments

1. Photos of Existing Windows and Doors:
 - Photo 1: Exterior view of the Capps Center showing the long brick facade with multiple windows (refer to first image provided).
 - Photo 2: Close-up of the storefront entrance with double doors and adjacent windows (refer to second image provided).
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INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 11 QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 12 BIDDER'S QUALIFICATIONS:**
- A. Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the Mississippi Code of 1972, Annotated requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple- Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 13 NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))
- A. Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that **CURRENT** law shall be submitted with the Proposal Form.
 - B. Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 14 DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:
- A.** Failure to comply with the bid requirements.
 - B.** Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.
 - C.** Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.
 - D.** Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.
- 15 CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 16 EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 17 LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 18 OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

PART 2 - PROPOSAL FORM

- 2.1 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.2 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.3 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.4 **BASE BID AND ALTERNATES:**
- A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
 - B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.
- 2.5 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.
- 2.6 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.
- 2.7 **BIDDER IDENTIFICATION:**
- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
 - B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
 - C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
 - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.8 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department <https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.
 - B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.
- 2.9 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.1 **SUBMITTAL:** A bid must be either submitted electronically via MAGIC or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.
- A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)
Business Services
Mississippi Delta Community College
289 Cherry Street
Moorhead, Mississippi 38761

(In lower left hand corner)

Bid for Project # _____

Title _____

Owner: Mississippi Delta Community College

Certificate of Responsibility # _____ (for over \$50,000.00)

Under \$50,000.00 (add statement)

- B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at <https://www.msdelatabids.com/>. For further assistance contact PH Bidding Group at 662-407-0193 or info@phbidding.com.
- 3.2 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:
- A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
- B. **Electronic Bid:** Information and attachments may be modified and re-submitted via <https://www.msdelatabids.com/>
- 3.3 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 41 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under \$50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under \$50,000.00 is not entered as response to required question will, not be considered.
- 42 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

- 43 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 44 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.
- 45 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.
- 46 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:
A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.
B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.
C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.
- 47 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. <https://www.mid.ms.gov> (or most up-to-date link)
B. Listed at the time of award in the Department of the Treasury's Federal Register as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.
D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). <https://www.mid.ms.gov> (or most up-to-date link)
E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.1 PROPOSAL FORM: (only one original proposal form to be submitted)

Base Bid

Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

Proposal is signed by authorized person

Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msbc.us/Search2.CFM>]

Legal address of the business listed above (at SOS and Contractor's Board)

Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

Base Bid is under \$50,000 and no number is required AND the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR Base Bid is \$50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

Joint Venture and *joint venture* number is required OR Joint Venture participants' numbers are required

5.2 BID SECURITY:

Included Bid Bond

OR Included Certified Check

5.3 POWER OF ATTORNEY:

Included Power of Attorney

5.4 NON-RESIDENT BIDDER:

Attached a Copy of Non-Resident Bidder's Preference Law

OR Attached a Statement

5.5 SUB-CONTRACTORS NAME:

List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under \$50,000 (see 5.06 regarding COR)

* Fire Protection Sprinkler Contractors do not have to be listed

* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein

* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline

* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.6 SUB-CONTRACTORS' COR NUMBER

* List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00

*** END OF SECTION ***

PROPOSAL FORM

To: Business Services
Mississippi Delta Community
College 289 Cherry Street
Moorhead, Mississippi 38761

Re: Project # _____
Project Title _____
Location _____

I propose to complete all work in accordance with the Project Manual and Drawings within _____ consecutive calendar days for the sum of: (Professional must specify number of days)

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____

Dollars Figures: (\$ _____)

ADDENDA ACKNOWLEDGMENT:

No. _____ No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

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

Signature _____

Date _____

Name and Title _____

Name of Business _____

Address _____ (mailing)

Address _____ (physical)

City/State/Zip Code _____ County _____

Phone _____ Fax _____ Email _____

- BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER: _____
- MINORITY BUSINESS ENTERPRISE? (MBE/WBE) Yes _____ No _____ (to assist with Code 57-1-57)

-
- Attach copy of Non-Resident Bidder's Preference Law
-

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

This Agreement made the _____ day of _____, 20_____ between the Owner,

Mississippi Delta Community College
289 Cherry Street
Moorhead, Mississippi 38761

acting on behalf of the State of Mississippi;

and between the Contractor:

Business Name _____

Address _____

City/State/Zip _____

Phone: _____ Fax: _____ Email: _____

The Contractor is a (check and complete one of the following):

____ CORPORATION or LLC solely organized and existing under the laws of the State of

_____ and having its principal office in _____,
(City),

_____, _____,
(County) (State)

____ PARTNERSHIP of the following (list all partners):

____ SOLE PROPRIETORSHIP

For the following Project:

This Agreement entered into as of the day and year first written above:

OWNER: MISSISSIPPI DELTA COMMUNITY COLLEGE

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

(Name and Title)

(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____, Principal, a _____, residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____ Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner on behalf of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, Mississippi Code of 1972, Annotated, as amended, in the amount of _____ Dollars (\$_____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20 _____, entered into a Contract with the Owner for the following:

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the Mississippi Code of 1972, Annotated, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, Mississippi Code 1972, Annotated, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

- 1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____ .

SURETY _____
Mississippi NAIC number: _____

By: _____
(Signature)

Attorney-in-Fact
(Typed Name) (Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

(Surety Address)

(Surety City/State/Zip/Phone)

(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

(Signature)

Licensed Mississippi Agent
(Typed Name) (Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL _____

By: _____
(Signature) (same person on Bond and Contract page)

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).
The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.
Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.
Check the Surety Company AND the Surety Agent
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web: https://www.mid.ms.gov (or most up-to-date link)
Easier to locate Agent at MID when name agrees with MID licensed name.)
(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED:	COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #	
	A	#
PROJECT:	B	#
	C	#
	D	#
OWNER: MISSISSIPPI DELTA COMMUNITY COLLEGE	E	#
	F	#
	G	#
Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)		

Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000	
				Products Comp/Ops (Aggregate)	\$ 1,000,000	
				Personal Injury (Per Occurrence)	\$ 500,000	
				BI & PD (Per Occurrence)	\$ 1,000,000	
				Fire Damage (Per Fire)	\$ 50,000	
				Medical Expense (Per Person)	\$ 5,000	
Owners/Contractors Protective Liability				General Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 500,000	
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	\$ 500,000	
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident) Property Damage (Per Occurrence)	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
Property Insurance (not required when project is demolition ONLY - required for ALL other projects including paving)				Builders' Risk OR Installation Floater	Must be equal to Value of Work	
Other						

Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.

Producing Agent: (Name, Address and Telephone)	(Signature)	MID Lic # or countersign below
	(Name and Title of Authorized Representative) (typed)	
	Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov	

Check if Mississippi Licensed Agent
 OR Countersign by Mississippi Licensed Agent
 MID Lic # _____

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web “for providers necessarily” – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the “contractor’s name”.

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor’s name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:

Commercial General Liability (Including XCU)

General Aggregate.....	\$	1,000,000.00 Aggregate
Products & Completed Operations	\$	1,000,000.00 Aggregate
Personal & Advertising Injury.....	\$	500,000.00 Per Occurrence
Bodily Injury & Property Damage	\$	1,000,000.00 Per Occurrence
Fire Damage Liability	\$	50,000.00 Per Occurrence
Medical Expense	\$	5,000.00 Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	\$	1,000,000.00 Aggregate
Bodily Injury & Property Damage	\$	500,000.00 Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles) Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	\$	500,000.00 Per Occurrence
(Combined Single Limit)		
Contractor Insurance Option Number 2:		
Bodily Injury	\$	250,000.00 Per Person
Bodily Injury	\$	500,000.00 Per Accident
Property Damage.....	\$	100,000.00 Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage	\$	1,000,000.00 Aggregate
(Combined Single Limit)		

.5 WORKERS' COMPENSATION:

(As required by Statute) EMPLOYERS' LIABILITY:

Accident	\$	100,000.00 Per Occurrence
Disease	\$	500,000.00 Policy Limit
Disease	\$	100,000.00 Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk	\$	Equal to Value of Work
or		
Installation Floater.....	\$	Equal to Value of Work

LABOR REQUIREMENTS

PART 1 - EQUAL OPPORTUNITY

1.1 GENERAL

The Contractor will maintain policies of employment as follows:

- A. The Contractor and all Subcontractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- B. The Contractor and all Subcontractors will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin or age.

PART 2 – FEDERAL REQUIREMENTS

2.01 APPLICABILITY

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 GENERAL

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.

SUMMARY OF WORK

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Work Covered:** Work covered by the Contract Documents is as shown in drawings and described in words in the Project Manual. The Project Title and location is indicated on the first page of this Project Manual.
- B. **Start of Work:** Work shall be started immediately upon issuance of a *Notice to Proceed*. Prior to this, all Contracts and beginning documents will have been executed and insurance in force.
- C. **Time of Completion:** The completion of this Work is to be on, or before, the time indicated in the *Standard Form of Agreement Between the Owner and the Contractor*.
- D. **Contractor's Duties:**
1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of the Work.
 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of the receipt of the bids:
 - a. Permits.
 - b. Government fees.
 - c. Licenses.
 4. Give required notices.
 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
 6. Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.
 7. Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons, not skilled in assigned task.
 8. Provide a written safety plan.
- E. **Hazardous Materials:** The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials [HCM] include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.
- F. **Coordination:** The Prime General Contractor is responsible for the coordination of the total project. All other Contractors and all Subcontractors will cooperate with the Prime General Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work. Refer to Section 01 3100 entitled *Project Coordination*.

1.2 CONTRACTS

Contracts: Construct work under a single Prime General Contract. Refer to Section 00 5200 entitled *Standard Form of Agreement Between the Owner and the Contractor*.

1.3 WORK BY OTHERS

Work by Others shall be described in each appropriate Project Manual section and noted on the Drawings.

1.4 OWNER-FURNISHED PRODUCTS

- A. **Products Furnished By Owner:** Products furnished by Owner shall be described in each appropriate Project Manual section and noted on the Drawings.
- B. **Products:** Delivered and unloaded at site.

C. Owner's Duties:

1. Schedule delivery date with Supplier in accordance with construction schedule.
2. Obtain installation drawings and instructions.
3. Submit claims for transportation damages.
4. Arrange Guarantees, Warranties, etc..

D. Contractor's Duties:

1. Designate required delivery date for each product in construction schedule.
2. Promptly inspect delivered products, report missing, damaged, or defective items.
3. Handle at site, including uncrating and storage.
4. Protect from exposure to elements and from damage.
5. Repair or replace damaged items resulting from Contractor's operations.
6. Install and make final connections.

1.5 CONTRACTOR'S USE OF PREMISES

A. Confine operations at site to areas permitted by:

1. Law.
2. Ordinances.
3. Permits.
4. Contract Documents.
5. Owner.

B. Do not unreasonably encumber site with materials or equipment.

C. Do not load structure with weight that will endanger structure.

D. Assume full responsibility for protection and safekeeping of products stored on premises.

E. Move any stored products which interfere with operations of Owner or other Contractors.

F. Obtain and pay for use of additional storage or work areas needed for operations.

G. Limit use of site for work and storage to the area indicated in the drawings.

1.6 SPECIAL REQUIREMENTS

A. Refer to Section 01 8000 entitled *Special Requirements* for any Project specific summary of work requirements.

CHANGE ORDER PROCEDURES

1.1 SCOPE

A. This Section describes the procedures for processing Change Orders to the Contract by the Owner, the Professional and the Contractor.

1.1 CHANGE ORDER PROCEDURES

A. Change Proposed by Professional: The Professional may issue a Change Order Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit a Change Order Proposal within ten (10) working days.

B. Change Proposed by Contractor: The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 6000 entitled *Substitutions and Product Options*.

- C. Contractor's Documentation:**
1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
 3. On request, provide additional data to support computations:
 - a. Quantities of products, labor, and equipment
 - b. Taxes, insurance and bonds
 - c. Overhead and profit
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented
 4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
 - a. Origin and date of claim
 - b. Dates and times work was performed and by whom
 - c. Time records and wage rates paid
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. Construction Change Directive:** The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- E. Format:** The Professional will prepare three (3) originals of the Change Order or Change Directive using the Owner's *Change Order Form*. Where time is of the essence, and at the sole discretion of the Owner, scanned documents may be deemed acceptable to the Owner where signatures and dates are executed in blue ink.
- F. Types of Change Orders:**
1. **Stipulated Sum Change Order:** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional.
 2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
 3. **Time and Material Change Order:** Submit itemized account and supporting data after completion of change, within time limits indicated in the *Standard Form of Agreement Between the Owner and the Contractor*. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Order:** The Professional will issue Change Orders for signatures of parties as provided in the *Standard Form of Agreement Between the Owner and the Contractor*. Final execution of all Change Orders requires approval by the Owner.
- H. Correlation of Contractor Submittals:** The Contract shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Document