

## BID FORM

TO: Board of Trustees  
Attn: Bid Acceptance Committee  
Northeast Mississippi Community College  
101 Cunningham Boulevard  
Booneville, Mississippi 38829

RE: BID FILE #1057  
WALLER HALL HVAC RENOVATIONS  
NORTHEAST MISSISSIPPI COMMUNITY COLLEGE

Gentlemen:

Having carefully examined the Bidding Documents entitled Waller Hall HVAC Renovations, as well as the premises and conditions affecting the work, the undersigned

(Company Name) Kline Mechanical Systems, Inc.  
proposes to furnish all services, labor, and materials, required by them in accord with said Documents, without exception, for all work as delineated in the Contract Documents.

For the lump sum of Six Hundred Fourteen Thousand Five Hundred

and No/100----- DOLLARS (\$ 614,500.00 ),

which sum is hereinafter called the "Base Bid".

The undersigned agrees, if awarded the contract, to complete the work not later than **July 26, 2019**. If substantial completion of this work is not reached by **July 26, 2019**, the Owner will deduct \$250 per calendar day from the contract sum for each day required beyond **July 26, 2019** to reach substantial completion. If final completion of this work is not reached by **August 10, 2019**, the Owner will deduct \$250 per calendar day from the contract sum for each day required beyond **august 10, 2019**. The owner will also deduct the additional professional fees required to administer the contract, from the contract sum. Owner will charge professional fees for time spent and expenses incurred for all work past at the following rates: Engineer @ \$175.00/hr.; Construction Administrator @ \$90.00/hr. and expenses at cost.

The undersigned agrees that the enclosed bid security for not less than five percent (5%) of the bid, made payable to the Owner, is given as guarantee that the Contract, Labor, and Material Bond, and Performance Bond, will be executed within ten (10) days after notification of the award of the contract to him.

In the event that the Undersigned fails to execute and deliver the above named documents, the bid security shall become the property of the Owner, but if this proposal is not accepted within forty-five (45) days of the time set for the submission of bids, or if the Undersigned executes and delivers the documents, the Bidder's Bond shall be returned to him upon receipt thereof.

**ALTERNATES**

Alternate No. 1: Add to the base bid, all work required to provide new heating water boilers, B-1 and B-2 and new heating water pump, HWP-1, boiler venting, associated piping modifications, mechanical insulation and electrical modifications.

For the lump sum of Seventy-Five Thousand Two Hundred Eighty and No/100

----- DOLLARS (\$ 75,280.00 ),

which sum is hereinafter called the "Alternate No. 1".

CONTRACTOR Kline Mechanical Systems, Inc.

BY: Jay Steele

DATE: January 22, 2019

TITLE: Project Estimator

Contractor's Mailing Address:

P.O. Box 121

Fulton, MS 38843

if Contractor is a partnership, please list the names of all Partners:

\_\_\_\_\_  
\_\_\_\_\_

Mississippi Certificate of Responsibility No.: 06688-MC

Bidder Acknowledges receipt of the following addenda:

Addendum No. 1

Dated January 14, 2019

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

END OF SECTION – BID FORM

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Kline Mechanical Systems, Inc.

P.O. Box 121 Fulton, MS 38843

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto

Northeast Mississippi Community College

101 Cunningham Boulevard Booneville, MS 38829

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Waller Hall HVAC Renovations, Northeast Mississippi Community College, Project No. 17059

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 22nd day of January A.D. 2019

Kline Mechanical Systems, Inc.

(Principal)

(Seal)

By: Homer HKL

President

(Title)

Patricia Waller

(Witness)

Fidelity and Deposit Company of Maryland

(Surety)

By: Trina Cobb

Trina Cobb

Resident Mississippi Agent

Fisher Brown Bottrell Insurance, Inc.

Brody Buckley

(Witness)



Bond Number Bid Bond

Obligee: Northeast Mississippi Community College

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Trina Cobb**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22<sup>nd</sup> day of July, A.D. 2015.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Michael P. Bond*

By: *Michael P. Bond*  
Vice President



*Eric D. Barnes*

By: *Eric D. Barnes*  
Secretary



State of Maryland  
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 22nd day of January, 2019.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



KLINMEC-01

CHUTSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Fisher Brown Bottrell Insurance, Inc.</b> P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: <b>Cindy Hutson</b>	
	PHONE (A/C, No, Ext): <b>(601) 960-8203</b>	FAX (A/C, No): <b>(601) 208-3071</b>
INSURED  <b>Kline Mechanical Systems, Inc.</b> P.O. Box 121 Fulton, MS 38843	E-MAIL ADDRESS: <b>chutson@fbbins.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Travelers Casualty Insurance Company of America</b>	NAIC #: <b>19046</b>
	INSURER B: <b>Accident Fund Insurance Company</b>	<b>10166</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg per Project  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO2H815258	06/26/2018	06/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8102H815258	06/26/2018	06/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5J016751	06/26/2018	06/26/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV616884800	06/26/2018	06/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #17059 Waller Hall HVAC Northeast Mississippi Community College

Blanket Additional Insured Endorsement is attached to the General Liability policy & applies when required by written contract. Blanket Waiver of Subrogation is attached to the Auto Policy & Workers Comp Policy as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Board of Trustees  
Northeast Mississippi Community College  
101 Cunningham Blvd.  
Booneville, MS 38829

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE