

BID FORM

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

RE: BID FILE #1058
SETH POUNDS AUDITORIUM - HVAC EQUIPMENT REPLACEMENT
NORTHEAST MISSISSIPPI COMMUNITY COLLEGE

Gentlemen:

Having carefully examined the Bidding Documents entitled Seth Pounds - HVAC Equipment Replacement 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 Three Hundred Thirty-Six Thousand Four Hundred

and No/100----- DOLLARS (\$ 336,400.00),

which sum is hereinafter called the "Base Bid".

The undersigned agrees, if awarded the contract, to complete the work not later than **120 calendar days** of the notice to proceed. If substantial completion of this work is not reached within **120 calendar days**, the Owner will deduct \$250 per calendar day from the contract sum for each day required beyond **the 120 calendar days** to reach substantial completion. If final completion of this work is not reached within **30 calendar days** of the date of substantial completion, the Owner will deduct \$250 per calendar day from the contract sum for each day required beyond **the 30 calendar days**. 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

Not Applicable.

CONTRACTOR Kline Mechanical Systems, Inc.BY: DATE: December 5, 2019TITLE: Project Estimator

Contractor's Mailing Address:

P.O. Box 121Fulton, 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. 1Dated December 2, 2019

Addendum No. _____

Dated _____

END OF SECTION – BID FORM

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Dated December 2, 2019

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Dated _____

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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 IL

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

Seth Pounds Auditorium - HVAC Equipment Replacement

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 5th day of December A.D. 2019

Kline Mechanical Systems, Inc.

(Principal)

(Seal)

By:

Thomas H Kline

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

By:

Trina Cobb

Trina Cobb

Resident Mississippi Agent

Fisher Brown Bottrell Insurance, Inc.



(Attorney-in-Fact)

Paul Wallace
(Witness)

Wes Price
(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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 19th day of June, A.D. 2019.

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


By: Robert D. Murray
Vice President




By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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, 2023

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 5th day of December, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577