

## MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, & PARKS

Sam Polles, Ph.D., Executive Director 1505 Eastover Drive Jackson, Mississippi 39211 (601) 432-2400

**SOLICITATION:** Request for Quotes-Informal (RFQI)

**SOLICITATION NUMBER:** RFX #3140002253

**DESCRIPTION:** Construction of metal maintenance building –

Nanih Waiya WMA

**SERVICE LOCATION:** Nanih Waiya WMA

Philadelphia, MS 39350

**ISSUE DATE:** March 31, 2020

**SUBMISSION DEADLINE:** April 7, 2020, 2:00 p.m.

**CONTACT INFORMATION:** Marilyn M. Watkins

Telephone: 601.432.2195

Email: marilyn.watkins@wfp.ms.gov

## MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS REQUEST FOR QUOTES INFORMAL (RFQI) NANIH WAIYA WMA — CONSTRUCTION OF METAL MAINTENANCE FACILITY

## 1. Purpose

The Mississippi Department of Wildlife, Fisheries, and Parks is seeking a contractor to construct a 40-foot by 60-foot metal, maintenance facility at Nanih Waiya Wildlife Management Area (WMA). Vendors are responsible for examining all specifications, terms, conditions, and instructions in the Request for Quotes Informal (RFQI) and failure to do so will be at the vendor's risk.

Notice is hereby given that Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, April 7, 2020**, and any quote submitted after this time will be rejected and returned unopened.

## 2. Place of Service

Nanih Waiya Wildlife Management Area, Philadelphia, MS 39350. Directions to the site are as follows: From the intersection of Highway 21 and CR 614 in the Spring Creek Community, take CR 614 and go west 1.0 mile, turn right onto CR 624, go 1.69 miles and turn left onto graveled road 575, go 0.32 miles and turn left at the sign into the entrance of the WMA. The project site is 100 yards past the entrance gate on the right. The project site is located at latitude 32.866696, longitude -89.039047.

## 3. Scope of Services

In general, the vendor will provide all labor, supplies, materials, and equipment needed to construct a 40-foot by 60-foot metal, maintenance facility building. The building will include one open bay and one enclosed shop bay. The building will be built in accordance with the attached plans dated February 18, 2020 and referenced by pages 1.0 through 1.4 and Exhibit "A" which describes specifications for the overhead door.

## 4. Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

## 5. Quote Acceptance Period

The original quote form and attachments shall be signed and submitted in a sealed envelope or package to 1505 Eastover Drive, Jackson, MS 39211, no later than the time and date specified for receipt of quotes. Timely submission of the quote form is the responsibility of the vendor. Quotes received after the specified time shall be rejected and returned to the vendor unopened. The envelope or package shall be marked with the quote opening date and time, and the number of the request for quotes. A statement must be on the exterior of the envelope stating that the quote does not exceed \$50,000.

The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP). Each page of the **QUOTE FORM** and all attachments shall be identified with the name of the vendor. Failure to submit a quote on the quote form provided shall be considered just cause for rejection of the quote.

## 6. Registration with Mississippi Secretary of State

By submitting a quote, the vendor certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

- 6. **Applicable Law**. This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.
- 7. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Revie Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 8. Availability of Funds. It is expressly understood and agreed that the obligation of the agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi state legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the state of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the agency, the agency shall have the right upon ten (10) working days written notice to contractor, to terminate this agreement without damage, penalty, cost or expenses to the agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 9. **Compliance with Laws.** Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

- 10. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 11. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E- Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
  - a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
  - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
  - c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
- 12. **Paymode.** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- 13. **Procurement Regulations**. The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 N. West St., 701 Woolfolk Building, Suite A, Jackson, MS or downloadable at www.dfa.ms.gov.

- 14. **Representation Regarding Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.
- 15. **Representation Regarding Gratuities.** Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the *Mississippi Procurement Manual*.

## 16. Stop Work Order.

- a. Order to Stop Work: The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
  - i. cancel the stop work order; or,
  - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

## 17. Termination for Convenience.

- a. Termination. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## 18. Termination for Default.

- a. Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which

endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 20. **Trade Secrets, Commercial and Financial Information**. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 21. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions.

See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

- 22. **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for MDWFP. Nothing contained herein shall be deemed or construed by MDWFP, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDWFP and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDWFP or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDWFP and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDWFP. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDWFP, and the MDWFP shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDWFP shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDWFP shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
- 23. **Contact.** Any questions regarding the RFQI should be directed to Marilyn M. Watkins at (601) 432-2195. Questions about the actual project should be directed to Mr. Bobby Kellum at (662) 444-4460
- 24. **Performance and Payment Bonds & Insurance.** For construction and repair projects, in accordance with MS Code 1972 Annotated, 31-5-51:
  - a. All projects for construction and repairs greater than \$5,000 require at least \$1,000,000 general liability insurance policy.
  - b. All projects for construction and repairs greater than \$25,000 require a 100% payment bond and performance bond and payment bond in addition to the \$1,000,000 general liability insurance policy.
  - c. All projects for construction and repairs less than \$25,000 may be paid in a lump sum upon successful completion in lieu of bonds.

- 25. **Workers Compensation.** Per MS Code 71-3-5, Workers Compensation Coverage is required when, and if, there are five (5) or more workers.
- 26. **Time for Performance.** All services are expected to be completed no later than sixty (60) days after the issuance of the Notice to Proceed.
- 27. **Compliance Checks.** Vendor shall notify Bobby Kellum with the MDWFP two (2) days prior to commencement of work. A representative of the MDWFP must observe all reinforcing steel in footings and slabs, as well as conduit and plumbing lines, prior to the placement of concrete. A final inspection of the building will be performed at the completion of the contract to insure that all contract requirements have been satisfied.
- 28. **Acceptance**. Acceptance will be based upon contract requirements that the vendor provided the required materials and supplies in the proper amounts, sizes, and manner as specified in the contract. Acceptance will not be made if conditions are found that do not conform to the contract requirements or specifications.
- 29. **Invoice Submission and Payment**. A one-time payment for the awarded contract amount will be made after vendor has completed all services and conditions of the contract. For such payment, vendor must submit an original invoice which shall reference the purchase order number, services performed, materials supplied, and total price. An original invoice initiated for payment under this contract shall be submitted to:

Mississippi Department of Wildlife, Fisheries and Parks

Attention: Bobby Kellum 1505 Eastover Drive Jackson, MS 39211

Phone Number: 662-444-4460 Email: bobby.kellum@wfp.ms.gov

30. MISCELLANEOUS. The Contractor will be responsible for adhering to, and compliance with, all federal, state, and local laws, regulations, codes, and standards pertaining to the performance of all work related to this project as described in the Quote Proposal for Services, Quote Proposal Form, and/or project Drawings and Specifications. The Department of Wildlife, Fisheries, and Parks will not be responsible for the Contractor's means, methods, techniques, sequences, procedures of construction, or safety precautions and programs related to all work as described in the inquiry and/or project specifications.

## **QUOTE SUBMISSION**

Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, April 7, 2020**, and any quote submitted after this time will be rejected and returned unopened.

Quotes can be submitted electronically as instructed below by uploading the Request for Quote Informal Form in the MAGIC system as an attachment. The attachment should be named *Request for Quote Informal*. Quotes can also be emailed to Marilyn.Watkins@wfp.ms.gov.

If you are not able to submit your quote electronically, the Quote Form can be mailed, or hand delivered in an envelope clearly marked with the following information:

RFQI – Nanih Waiya Maintenance Building Construction ATTN: Marilyn M. Watkins Support Services, Department of Wildlife, Fisheries, & Parks 1505 Eastover Drive Jackson, MS 39211

A statement must be on the exterior of the envelope stating that the quote does not exceed \$50,000.

The quote package must be sealed and must contain the following:

- Quote Form (price must be broken down by components) Attachment A
- Certificate of Insurance (At least 1,000,000.00 general liability insurance & worker's compensation if over 5 employees.) Attachment B
- Bonds (100% Performance and Payment Bonds if quote is \$25,000 or more. Less than \$25,000 lump sum payment at completion of the job in lieu of bond). Attachment C

## "EXHIBIT A"

## OVERHEAD DOOR SPECIFICATIONS FOR MAINTENANCE FACILITY AT NANIH WAIYA WILDLIFE MANAGEMENT AREA

## 1. GENERAL.

Contractor shall supply and install a fully functioning and operable overhead door which shall be a DuraCoil model, coiling, insulated, service door as manufactured by Raynor Doors, or the equivalent thereto. Dimensions for the door shall be 12-feet high by 16-feet wide. Operation shall be manual, hand-chain drive.

## 2. OPERATION.

The rolling service door shall be operated by hand chain on the right side of the door when facing from the inside.

## 3. MOUNTING.

The rolling service door shall be face mounted as normally provided and fastened to the face of the wall opening.

## 4. CURTAIN.

- a. Material: The curtain shall consist of interlocking steel slats, 22 gauge (0.030-inch minimum thickness), roll-formed from commercial quality, hot-dipped galvanized (G-90) steel in compliance with ASTM A-653.
- b. Slat Type: The curtain slat configuration shall consist of insulated flat slat filled with polyurethane insulation and fitted with a galvanized steel back cover.
- c. Insulation and Back Cover: Rolling service doors with insulated flat slats must achieve a minimum R-value insulation factor of 8.0. Insulated doors shall be fitted with galvanized steel back covers comprised of galvanized steel of 24 gauge (0.023 inch) minimum thickness steel.
- d. Finish and Color: The curtain shall be finished in one topcoat of white polyester paint applied over one coat of white epoxy primer.
- e. End Locks: Lateral movement of the slats is to be contained by means of zinc-plated, malleable, cast-iron end locks fastened with two, zinc-plated steel rivets.
- f. Bottom Bar and Seal: Bottom bar shall be two, roll-formed, galvanized steel angles, minimum 1-1/2 inches by 1-1/2 inches by 1/8 inch (38.1 mm x 38.1 mm x 3.2 mm) with single-contact type bottom astragal. Structural angle bottom bar shall receive one coat of rust-inhibitive primer.
- g. Wind Load: Doors shall be designed to withstand uniform pressure of 30 pounds per square foot wind load.
- h. Curtain Wear Straps: Provide polyester wear straps.

## 5. GUIDES.

- a. Guide Assemblies: Guide assemblies shall consist of three structural steel angles, minimum 3 inches by 2 inches by 3/16 inch (76 mm x 51 mm x 4.8 mm) and fitted with removable curtain stops. Steel guides shall receive on coat of rust-inhibitive primer.
- b. Jamb Construction: The rolling service door shall be mounted to steel jambs with self-tapping fasteners.
- c. Weather Seal: Rolling service door to be provided with snap-on vinyl seal.

## 6. COUNTERBALANCE SYSTEM.

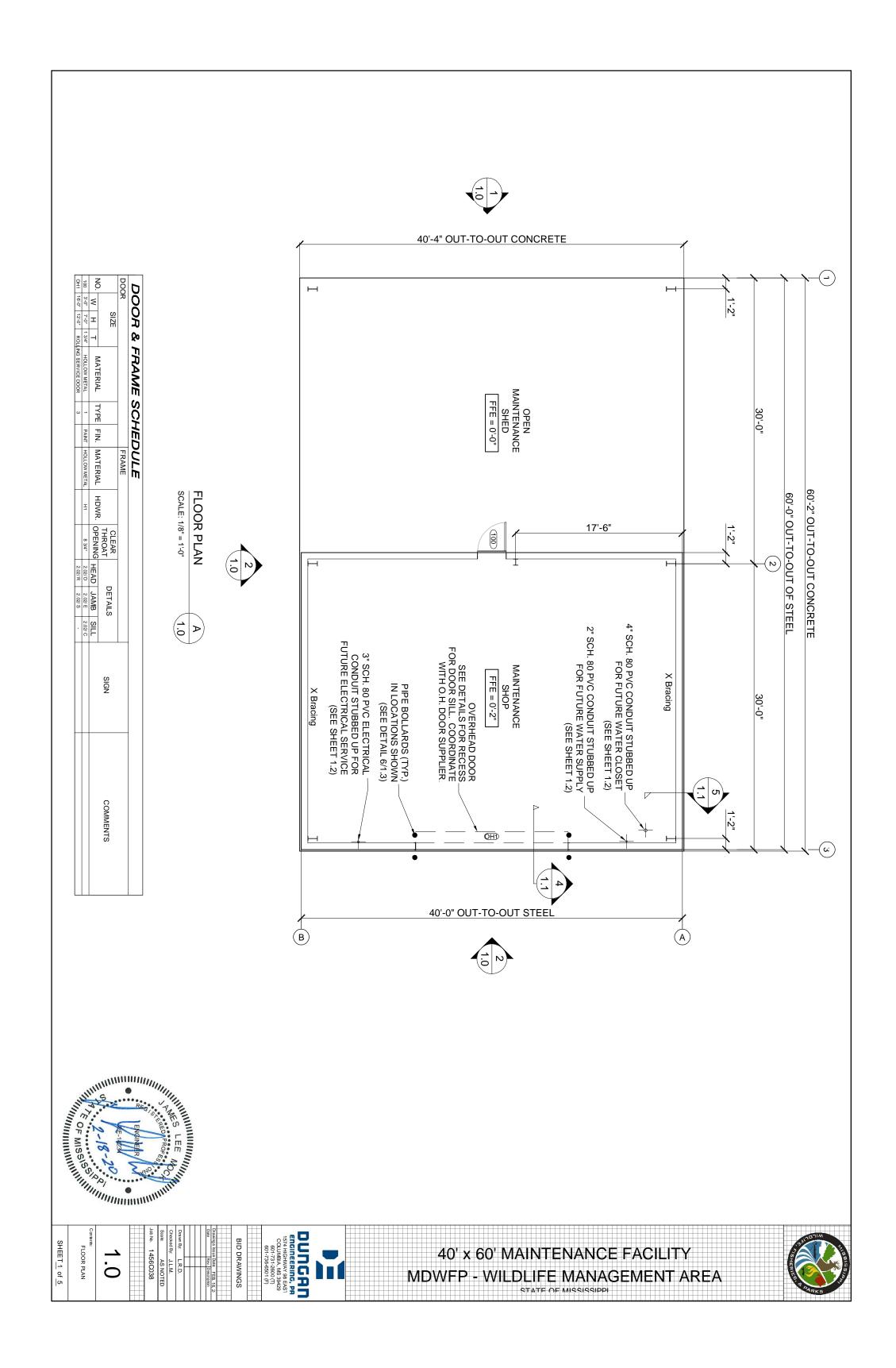
- a. Head plates: Mounting brackets shall be made from 3/16-inch (4.8 mm) steel plate and attached to the wall angle of the guide assembly with ½ inch (12.7 mm) diameter class 5 hardened bolts. The inside of the drive bracket shall be fitted with a sealed ball bearing. Head plates shall receive one coat of rust-inhibitive primer.
- b. Barrel: The barrel shall be made from a minimum 4-1/2-inch (114.3 mm) O.D. x 0.120 inch (3.1 mm) wall thickness structural steel pipe. Deflection of pipe under full load shall not exceed 0.03 inches (0.8 mm) per foot of span.
- c. Counterbalance: The curtain shall be counterbalanced by means of torsion consisting of oiltempered, helical torsion springs, grease packed and mounted on a continuous steel torsion shaft.

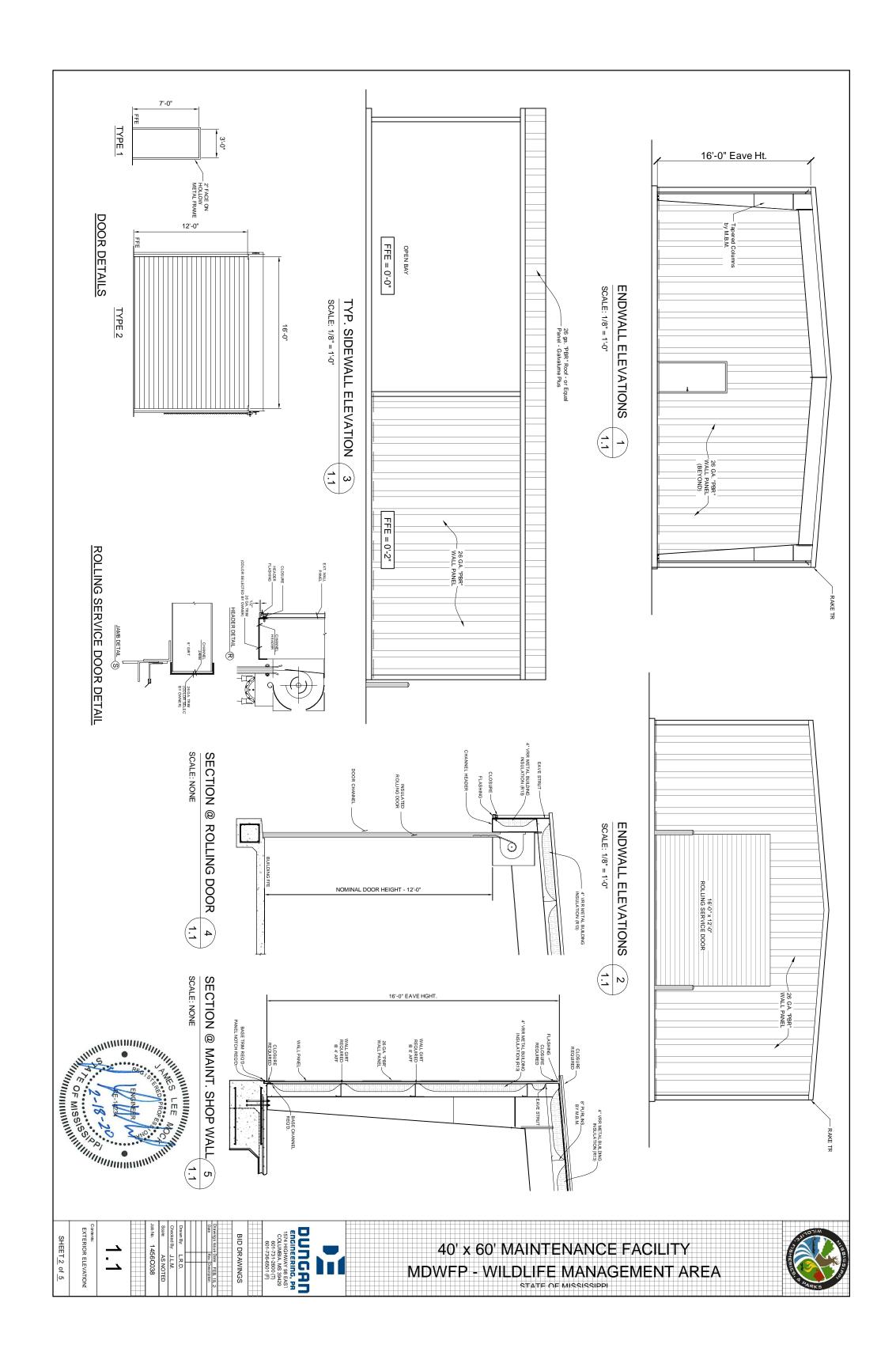
## 7. ENCLOSURES.

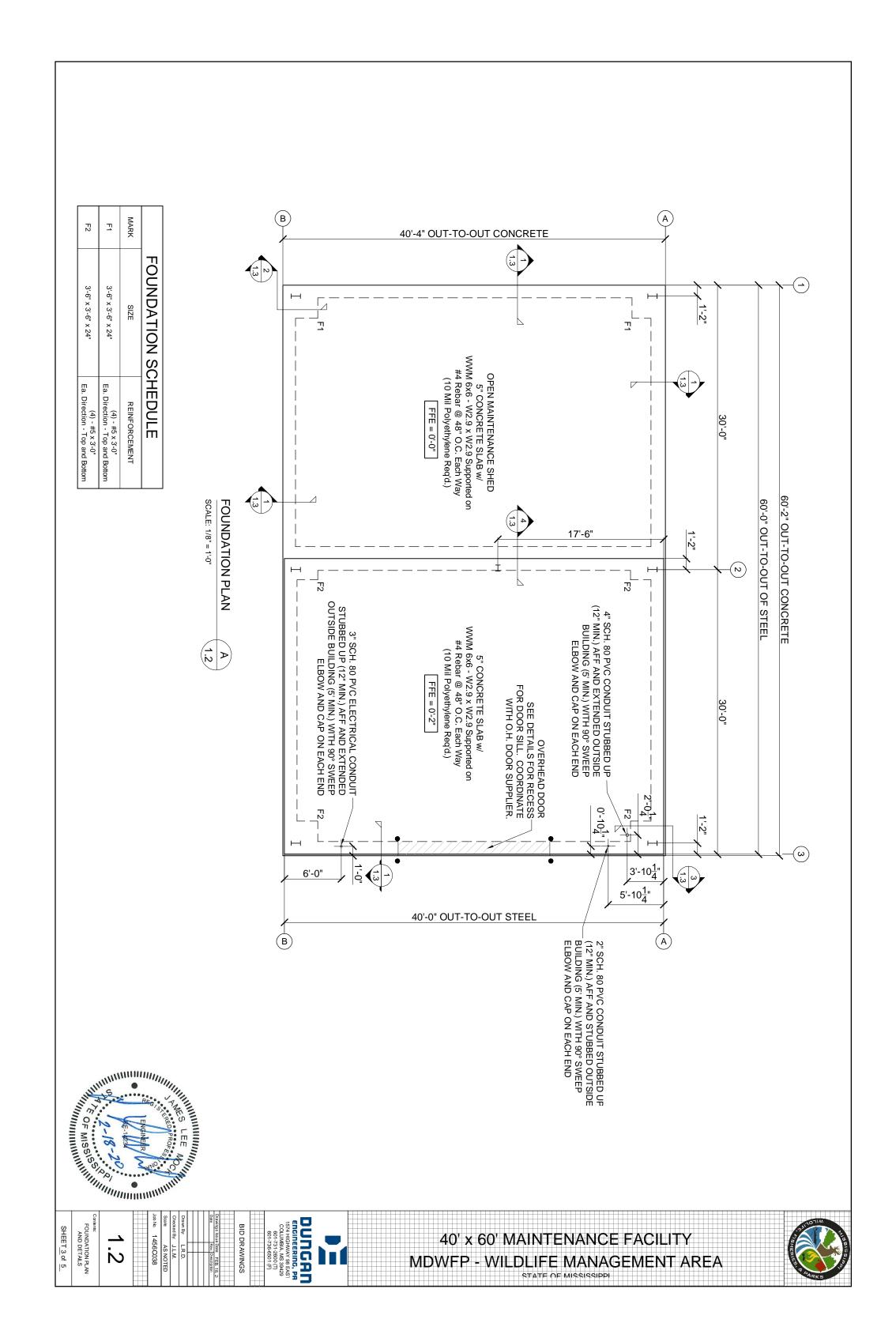
- a. Hood: Rolling service door shall be furnished with a round hood enclosure comprised of 24-gauge steel and finish-painted to match the curtain.
- b. Hood Baffle: Rolling service door to be furnished with a hood baffle with a rubber EPDM seal to inhibit air infiltration through the hood cavity.

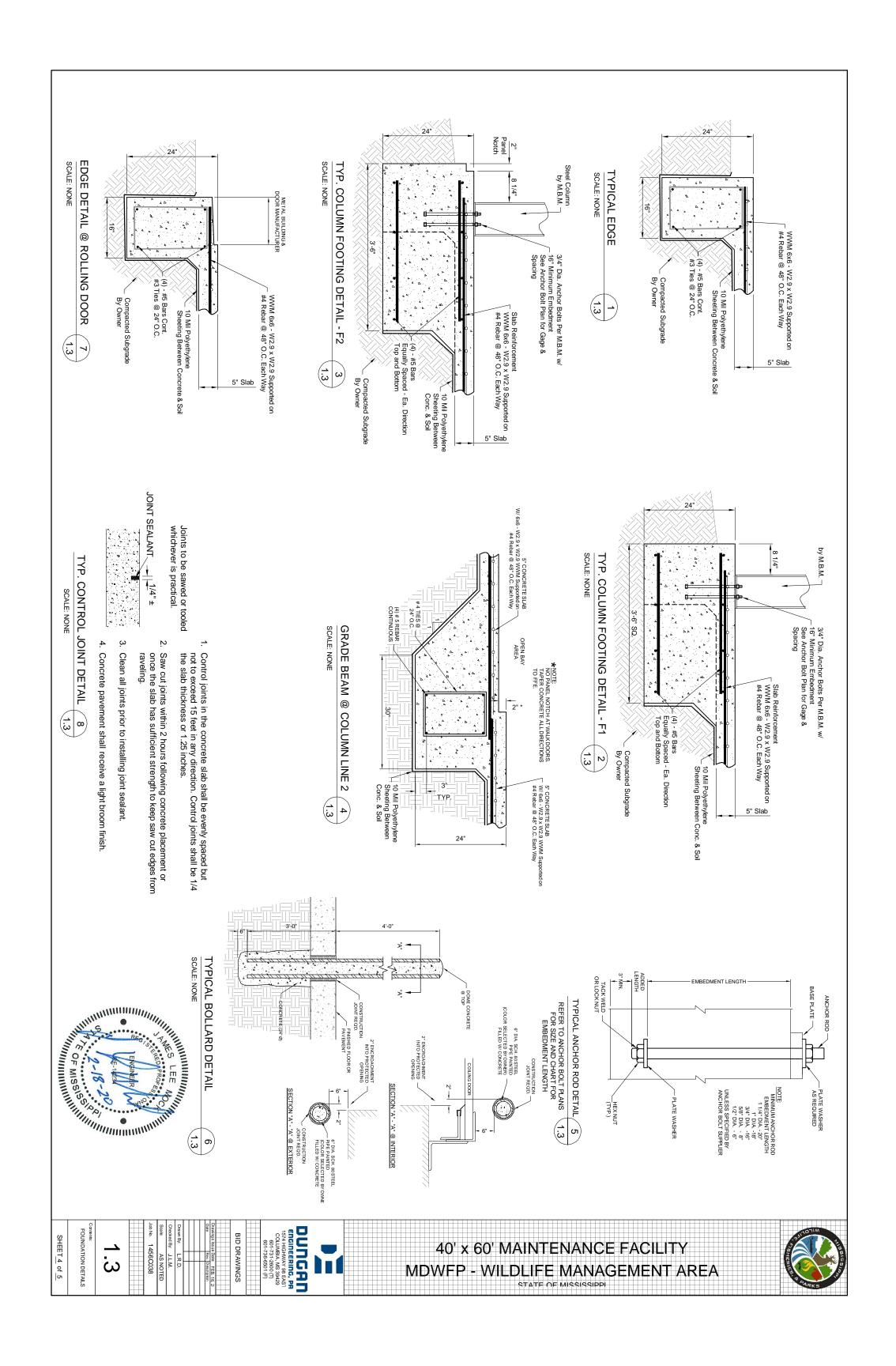
## 8. DOCUMENTS.

The Contractor shall submit to the Owner at the completion of the project, all manufacturer's literature and documents, operation and maintenance manuals, and manufacturer's warranties and guarantees for the overhead door.









## GENERAL NOTES:

THE FOLLOWING GENERAL NOTES CONSTITUTE A MAJOR PART OF THE PLANS AND SPECIFICATIONS. STRICT COMPLIANCE WITH THESE NOTES IS ESSENTIAL TO THE PROPER CONSTRUCTION OF THE BUILDING:

- THE DETAILS DESIGNATED AS "TYPICAL DETAILS", AND NOTES MARKED "TYPICAL" OR "TYP." APPLY GENERALLY TO THE DRAWNINGS IN ALL AREAS WHERE CONDITIONS ARE SIMILAR TO THOSE DESCRIBED IN THE DETAILS.
- THE CONTRACTOR AND FABRICATOR SHALL VERIFY ALL QUANTITIES, DIMENSIONS AND CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH
- COMPLETE SHOP DRAWINGS SHALL BE PROVIDED, AS SPECIFIED FOR ALL FABRICATED ITEMS AND SHALL BE REVIEWED PRIOR TO FABRICATION.
  STRUCTURAL DRAWINGS SHALL NOT BE REPRODUCED FOR SHOP DRAWINGS.
- FIELD VERIFY ALL EXISTING ABOVE AND BELOW GROUND CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION.
- DEAD LOADS INCLUDE THE WEIGHT OF THE STRUCTURAL COMPONENTS, PERMANENT FIXTURES (WALLS, CEILINGS, MECHANICAL EQUIPMENT, ETC.)

## ABBREVIATIONS:

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M.B.M Metal Building Manufacturer	Тур Турісаl	Out to Out	O.C On Center	conc Concrete	ga Gauge	Ea Each	Cont Continuous	Dia Diameter	WWM Welded Wire Mesh	Required	psi pounds per square inch	Height
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# **GENERAL DESIGN NOTES:**

- 1. DESIGN IS IN ACCORDANCE WITH THE FOLLOWING:
- INTERNATIONAL BUILDING CODE 2012
   BUILDING RISK CATEGORY II (NORMAL OCCUPANCY)
   ILIVE LOAD:
- ROOF = 20 psf w/ TRIB. AREA REDUCTION ALLOWED FLOOR (SLAB ON GRADE) = 100 psf SLATERAL LOAD
- 4. COLLATER
- ROOF FRAMING = 1 psf

  5. WIND LOAD = 160 mph (Vult)

  A. EXPOSURE "B'

  B. OPEN BUILDING

  C. GCpi = ± 0.00

  7. SNOW LOAD = 10 psf (GROUND)
- 8. SEISMIC LOAD A. I = 1.0 B. Ce = 1.0 C. Ct = 1.0
- A. SEISMIC RISK FACTOR II (NORMAL)
  B. I = 1.0
  C. SEISMIC DESIGN CATEGORY D
  D. SS=43.6%g S1=18.6%g
  E. SITE CLASSIFICATION "D" STIFF SOIL
  F. R = 3.5
  G. Cs = 0.121
  G. BASE SHEAR = 1.61 kips
  9. RAINFALL INTENSITY
  A. 5-YEAR RECURRENCE = 91N./HOUR
  B. 25-YEAR RECURRENCE = 11 IN./HOUR

## MATERIAL REQUIREMENTS:

DEFORMED BAR ANCHORSASTM A496	WELDED WIRE FABRICASTM A185	TIMBER#2 SO. PINE, KD, MINIMUN	FRAMING ANCHORS (CONCRETE)HILTI FASTENERS OR EQUAL	ANCHOR BOLTSASTM A307	REINFORCINGASTM A615, GRADE 60	CONCRETEfc = 3500 PSI @ 28 DAYS	
ASTM A496	ASTM A185	#2 SO. PINE, KD, MINIMUM	HILTI FASTENERS OR EQUAL	ASTM A307	ASTM A615, GRADE 60	f'c = 3500 PSI @ 28 DAYS	

# CONCRETE AND CONCRETE REINFORCEMENT:

- ALL CONCRETE REINFORCEMENT SHALL BE NEW DOMESTIC DEFORMED BILLET STEEL CONFORMING TO ASTM A 615, GRADE 60.
- DETAIL REINFORCING BARS AND PROVIDE BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ACI 315-65 "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES".
- AT SLAB-ON-GRADE FOUNDATIONS, PROVIDE CORNER BARS AT ALL EXTERIOR CORNERS OF GRADE BEAMS. AND AT ENDS OF ALL INTERIOR GRADE BEAMS. BARS SHALL BE SAME SIZE AS BEAM REINFORCEMENT AND SHALL LAP 40 BAR DIAMETERS WITH BEAM REINFORCING. GRADE BEAM AND SLAB REINFORCEMENT SHALL BE CONTINUOUS WITH 40 BAR DIAMETER LAP AT ALL SPLICES.
- ALL CONDUIT AND PLUMBING LINES IN THE SLAB SHALL BE PLACED BELOW THE SLAB REINFORCING.

# CONCRETE COVER REQUIREMENTS:

- WHERE CONCRETE SURFACES, AFTER REMOVAL OF FORMS, ARE EXPOSED TO WEATHER OR GROUND:

  BARS MORE THAN % INCHES IN DIAM. = 2 INCHES (MIN.)

  BARS EQUAL TO OR LESS THAN % INCHES IN DIAM = 1½ INCHES (MIN.)

## GROUT:

- MATERIAL SHALL MEET THE FOLLOWING: A. 28 DAY COMPRESSIVE STRENGTH SHALL NOT BE LESS THAN 5,000 PSI AR FLUID

- MATERIALS SHALL BE READY TO USE WITH ONLY THE ADDITION OF WATER, WHICH SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS. THE MANUFACTURER'S NAME AND ADDRESS MUST APPEAR ON EACH PACKAGE AND IN ALL LITERATURE. EACH BAG MUST PROVIDE BATCH CODE IDENTIFICATION.
- CONSISTENCY
  B. EXPANSION SHALL NOT BE CAUSED BY GAS LIBERATION.

STRUCTURAL STEEL:

DESIGN, DETAIL AND ERECT STRUCTURAL STEEL ELEMENTS IN ACCORDANCE WITH THE FOLLOWING:

A. AISC SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.

3. AISC MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN.

3. AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES, EXCEPT SECTION 1.8.2 SHALL READ AS FOLLOWS "THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE STRUCTURAL ADEQUACY OF THE PROJECT. THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS AND SAFETY OF ERECTION OF THE STRUCTURAL STEEL FRAME."

- ALL REINFORCING SHALL BE PROPERLY CHAIRED AND TIED PER ACI CODE PRIOR TO PLACING CONCRETE.
- PLACEMENT OF ALL REINFORCING STEEL SHALL BE OBSERVED BY THE ENGINEER / OWNER PRIOR TO CONCRETE PLACEMENT.
- IMMEDIATELY FOLLOWING FOUNDATION CONSTRUCTION AND FORM REMOVAL, PROVIDE POSITIVE DRAINAGE AWAY FROM THE SLAB A MINIMUM OF 10 FEET IN ALL DIRECTIONS.
- ALL FOOTINGS SHALL BEAR ON ORIGINAL UNDISTURBED SOIL OR CONTROLLED FILL COMPACTED TO 95% OF STANDARD PROCTOR.

- FOOTINGS AND OTHER PRINCIPAL STRUCTURAL MEMBERS IN WHICH CONCRETE IS DEPOSITED AGAINST THE GROUND: 3 INCHES
- WHERE SURFACES ARE NOT DIRECTLY EXPOSED TO WEATHER OR GROUND: SLAB ON GRADE (FROM TO OF SLAB) = 1% INCHES (MIN.)

- NON-SHRINK, NON-METALLIC GROUT SHALL BE USED UNDER ALL PLATES WHEREVER CALLED FOR IN THE DRAWINGS.

- 2. PROVIDE STRUCTURAL STEEL OF THE FOLLOWING ASTM DESIGNATION UNLESS

  NOTED OTHERWISE:
  A. STRUCTURAL STEEL SHAPES ASTM A500 GR B
  C. STRUCTURAL TUBE ASTM A500 GR B
  C. STRUCTURAL PIPE
  D. HIGH STRENGTH BOLTS ASTM A53 GR B
  D. HIGH STRENGTH BOLTS ASTM F436
  E. HARDENED STEEL WASHERS ASTM F436
  F. HEAVY HEX NUTS ASTM A563
  G. TEISION CONTROL BOLTS ASTM A566
  I. SHEAR STUDS ASTM A108 TYPE "B"
  I. PLATES AND ANGLES ASTM A36

- CONNECTIONS FOR STRUCTURAL STEEL:

  A. DESIGN CONNECTION AS TYPE 2 CONSTRUCTION (SIMPLE FRAMING) IN
  ACCORDANCE WITH SECTION 1.2 OF THE AISC MANUAL.

  B. CONNECTION DESIGN SHALL BE BASED ON REACTIONS OBTAINED FROM THE
  UNIFORM LOAD CONSTANTS CHAPTER 2 OF THE AISC MANUAL OR AS NOTED IN
  THE DESIGN DOCUMENTS.

WELD MINIMUM SIZE AND STRENGTH:

A. PROVIDE MINIMUM SIZE OF FILLET WELDS AS SPECIFIED IN TABLE J2.4 OF THE AISC MANUAL.

B. PROVIDE THE MINIMUM EFFECTIVE THROAT THICKNESS OF PARTIAL PENETRATION GROOVE WELDS AS SPECIFIED IN TABLE J2.3 OF THE AISC MANUAL.

40' x 60' MAINTENANCE FACILITY

MDWFP - WILDLIFE MANAGEMENT AREA

STATE OF MISSISSIPPI

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c.

- MANUAL.

  MANUAL.

  DEVELOP THE FULL TENSILE STRENGTH OF THE MEMBER ELEMENT JOINED, ON ALL SHOP AND FIELD WELDS, UNLESS NOTED OTHERWISE ON THE DRAWINGS.

  OUTHER CONNECTIONS ARE NOTED ON DRAWINGS AS MOMENT CONNECTION, PROVIDE WELDS TO DEVELOP FULL FLEXURAL CAPACITY OF THE LESSER MEMBER.

  E. PROVIDE ELECTRODES FOR FIELD OR SHOP WELDING E70XX EXCEPT WHERE OTHER ELECTRODES ARE REQUIRED FOR COMPATIBILITY WITH THE MATERIAL BEING USED.

  F. WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS. WELDING CERTIFICATES AND PHOTO IDS ARE REQUIRED FOR ALL WELDERS AND SHALL BE SUBMITTED TO THE ENGINEER/ ARCHITECT FOR APPROVAL.

- STEEL FABRICATION:
  A. FABRICATE ANSEN
  GREATEST EXTENT PO
  GREATEST EXTENT PO
  B. THE CONTRACTOR SHA
  THE SHOP DRAWNINGS,
  STRUCTURAL STEEL M
  C. TORCH CUTTING OF ST EMBLE STRUCTURAL MEMBERS/ASSEMBLIES IN SHOP TO 'OSSIBLE.
- MEMBERS.
  STEEL MEMBERS IS PROHIBITED. ALL BE RESPONSIBLE FOR ALL ERRORS OF DETAILING ON ...ERRORS IN FABRICATION, AND THE CORRECT FITTING OF
- STEEL CLEANING AND PAINTING:

  A. POWER TOOL CLEAN ALL STRUCTURAL STEEL FREE OF RUST, LOOSE MILL SC, AND OTHER FOREIGN MATERIALS WHERE REQUIRED FOR FABRICATION, FITTIN OR WELDING.

  B. AREAS DISTURBED DURING ERECTION AND WELDING SHALL BE POWER TOOL CLEANED AND TOUCHED UP WITH PRIMER AS SPECIFIED. VTING: ALL STRUCTURAL STEEL FREE OF RUST, LOOSE MILL SCALE V MATERIALS WHERE REQUIRED FOR FABRICATION, FITTING,
- STRUCTURAL STEEL ERECTION:

  A DO NOT CUT STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES
  WITHOUT PRIOR REVIEW AND APPROVAL BY THE ENGINEER OF RECORD.

  B. TIGHTEN NUTS WITH "TURN OF NUT" METHOD OR USE TENSION CONTROL
  BOLTS.
  C. PRIOR TO DECK PLACEMENT, VERIFY THAT STEEL BEAMS AND JOIST BEARING ON MASONRY HAVE 4 INCH MINIMUM BEARING AND ARE ANCHORED AS SHOWN ON THE DRAWINGS.

  D. PROVIDE TEMPORARY SHORING OR BRACING DURING CONSTRUCTION.

ENGINEERING, PR 1574 HIGHWAY 98 EAST COLUMBIA, MS 39429 601-731-2600 (T) 601-736-6501 (F)

DUNGAN

PROGRAMS FOR WELDING ERECTION SEQUENCE ON S FURNISH STEEL SHOP DRAY SAND HIGH STRENGTH BOLTING, COATING MATERIAL, AND SHOP DRAWINGS AND SUBMITTALS. WINGS FOR ARCHITECTS AND STRUCTURAL ENGINEERS TION. INCLUDE WELDING PROCEDURES, TESTING





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SHEET  $\underline{5}$  of  $\underline{5}$ 

GENERAL NOTES & SPECIFICATIONS

## **ATTACHMENT A**

## **QUOTE FORM** for Contractor/Vendor

To:				
Re:	Project # Project Title Location			
I propose to	complete all work	included in the scope of work:		
	within	consecutive calendar days from t	he Notice to Proceed, for the sum of:	
BASE BID/	_		Dollars	
(\$		_) (written out carries)		
		alternate if project is an "emergency")	Dollars	
(\$		_) (written out carries)		
over. Bond is	required for \$25,000 ling advertisement is	cluded together on the Miscellaneous Materia 0.00 and over. No component breakdown need followed. (you don't have to use ALL the fo	ded for bid/quote under \$50,000.00 when 0	Code 31-
(\$		) (written out carries)	Donais	
Desc	eription (include ma	nufacturer/model #)		
MATERIAI	L 2 (if applicable):		Dollars	
(\$		) (written out carries)		
Desc	cription (include ma	nufacturer/model #)		
MATERIAI	L 3 (if applicable):		Dollars	
(\$		) (written out carries)	Dullats	
Desc	cription (include ma	nufacturer/model #)		
MATERIAI	L 4 (if applicable):		Dollars	
(\$		) (written out carries)	Dollars	
Desc	cription (include ma	nufacturer/model #)		

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<u>(\$</u>	) (written out carries)		_Dollars
Description (include	manufacturer/model #)		
Description (merade	manufacturer/moder //)		<del></del>
ATERIAL 6 (if applicable	e):		
			Dollars
(\$	(written out carries)		_
	manufacturer/model #)		
ATERIAL 7 (if applicable	a):		
· (ii wppiiowoii	-)-		Dollars
(\$	(written out carries)		_
	manufacturer/model #)		
SCELANEOUS MATE	<b>RIALS</b> (if applicable) (include v	alue of any materials not inc	luded in previous line items)
	, ,		
(\$	) (written out carries)		_
QUIPMENT (if applicable	a)•		
			Dollars
(\$	) (written out carries)		
DOD ((C 1) 1.1 - ) (( 1	1: 1-1 1 1 1 1		
BOR (if applicable) (incl	,		Dollars
(\$	) (written out carries)		
`	including taxes): (if not included	d in costs above)	Dollars
(\$	) (written out carries)		
	ding Sales and/or MPC taxes, i  taxes cannot be requested at a l		the total bid above.
		<i>'</i>	
NODERI DIGINEGO EN	ATTENDANCES A	<b>3</b> 7	G 1 55 1 55)
NORITY BUSINESS EN	NTERPRISE? Yes	No (to assist with	Code 57-1-57)
		No (to assist with	Code 57-1-57)
ADDENDA ACKNOWI	LEDGMENT: (if any)		Code 57-1-57)
ADDENDA ACKNOWI	LEDGMENT: (if any)		Code 57-1-57)
ADDENDA ACKNOWI No Date No Date			Code 57-1-57)
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ADDENDA ACKNOWI No Date No Date CCEPTANCE:	LEDGMENT: (if any)		
ADDENDA ACKNOWI No Date No Date CEPTANCE: I certify t	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Pro	oposal is accepted.
ADDENDA ACKNOWI  No Date  No Date  CEPTANCE:  I certify t  Signature  Name and Title	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Property Date	oposal is accepted.
ADDENDA ACKNOWI  No Date  No Date  CEPTANCE:  I certify t  Signature  Name and Title	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Property Date	oposal is accepted.
ADDENDA ACKNOWI No Date No Date CCEPTANCE:     I certify t     Signature Name and Title	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Property Date	oposal is accepted.
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ADDENDA ACKNOWI No Date No Date  CCEPTANCE:  I certify to  Signature  Name and Title  Name of Business	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Property Date	oposal is accepted.
ADDENDA ACKNOWI  No Date  No Date  CCEPTANCE:  I certify t  Signature  Name and Title  Name of Business  Address	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Pr	oposal is accepted.
ADDENDA ACKNOWI  No Date  No Date  CCEPTANCE:  I certify t  Signature  Name and Title  Name of Business  Address  Address  Address	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Pr	oposal is accepted. (mailing)(physical)
ADDENDA ACKNOWI  No Date  No Date  CCEPTANCE:  I certify to  Signature  Name and Title  Name of Business  Address  Address	LEDGMENT: (if any)  No Date  No Date  that I am authorized to enter into	a binding contract, if this Pr	oposal is accepted. (mailing)(physical)

## **SECTION 00650**

## **ATTACHMENT B**

STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

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

INSURED: (Contractor's Name & Address)					COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #			
					A #			
					В #			
PROJECT: (Number, Name & Location)					С #			
i Kojici. (Number, Nam	K & L	ocation)			D #			
					E #			
OWNER: Bureau of Building, Grounds & Real Property Manager					F		#	
OWNER: Buleau of Bullu.	ilig, Gi	oulius & Real Flope	ity ivianagei		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 Per	riod		Coverage and Minimum Amor	unt	
					Gener	al Aggregate	\$ 1,000,000	
General Liability Commercial					Produ	cts Comp/Ops (Aggregate	\$ 1,000.000	
General Liability					Persoi	nal Injury (Per Occurrence)	\$ 500,000	
					BI & l	PD (Per Occurrence)	\$ 1,000,000	
					Fire D	amage (Per Fire)	\$ 50,000	
					Medic	al Expense (Per Person)	\$ 5,000	
Owners/Contractors Protective Liability					General Aggregate \$ 1,000,000			
Trotective Liability					Per Occurrence Bodily Injury/Property Damage		\$ 500,000	
					Comb	ined Single Limit (Per Occurrence)	\$ 500,000	
Automobile Liability						Bodily Injury (Per Person)	\$ 250,000	
Ziuomey					OR	Bodily Injury (Per Accident)	\$ 500,000	
						Property Damage (Per Occurrence)	\$ 100,000	
* Excess Liability (Umbrella on projects					Aggre	gate	\$ 1,000,000	
over \$500,000)				]	Per O	ccurrence	\$ 1,000,000	
Wadaaa' Caaaaaatiaa					Accid	ent (Per Occurrence)	\$ 100,000	
Workers' Compensation (As required by Statute)					Diseas	se-Policy Limit	\$ 500,000	
Employers' Liability				]	Diseas	se-Per Employee	\$ 100,000	
Property Insurance (not required when project is demolition ONLY – required for					OD	Builders' Risk	Must be equal to	
ALL other projects including paving)					OR	Installation Floater	Value of Work	
Other								
Other  Certification: I certify that these policies (subject to their terms, conditions and exclusional least the amounts as indicated by companies licensed in Mississippi; (2) countersigned company to give thirty (30) days written notice to the Owner prior to cancellation or					ed by	a Mississippi Licensed Agent; and (3) endor	coverages and at rsed to require the	
Ducdraing Agents (Name Address and Talantana)								
Producing Agent: (Name, Address and Telephone)					(Signature) (Date) 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 #								

## ATTACHMENT C

## CONTRACT BOND SECTION 00600

## I. PREAMBLE

i illicipal, a		, residing at
	, authorized to do bus	iness in the State of Mississippi
under the laws thereof, and	Su	rety, 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 of the State of Mississippi, Obligee, hereinafter re		
claimants and others set forth herein below and described in Section	ns 31-5-51 and 31-5-3, Mississip	pi Code of 1972, Annotated, as
amended, in the amount of _	· -	
· ·		), lawful
money of the United States, for the payment whereof Principal ar 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:		
the Owner for the following:		
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:	Ву:			
	(Signature)			
By:				
(Signature)	(Typed Name and Title)			
Attorney-in-Fact				
(Typed Name) (Title)	(Adduses)			
Surety Agent Mississippi License Number:	(Address)			
	(O') (O) (O) (O) (O) (O)			
(Surety Address)	(City/State/Zip/Phone)			
(Surety 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).			
COUNTERSIGNED:	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.			
MISSISSIPPI <u>LICENSED</u> AGENT COMPANY NAME	Countersignature, when signed, can be the same as the Attorney-in-Fact			
	when the Attorney-in-Fact is licensed in Mississippi. Countersignature will			
(Cignoture)	be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.			
(Signature)	Check the Surety Company AND the Surety Agent			
Licensed Mississippi Agent	AND/OR the Countersignature Company and/or Agent at MS Ins Dept web: https://www.mid.ms.gov (or the most up-to-date link)			
(Typed Name) (Title)	inthes://www.mid.ms.gov (or the most up-to-date link)			
Countersignature Agent MS License Number:	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.)			
(MS Licensed Agent Address)				
(MS Licensed Agent City/State/Zip/Phone)				
PRINCIPAL				