

**Invitation for Bids**  
**RFx No. 3160001421**  
**Smart No. 1450-17-R-IFBD-00006**  
**Lyman Fish Hatchery Generator**



**ENHANCE ★ PROTECT ★ CONSERVE**

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES  
1141 BAYVIEW AVENUE  
BILOXI, MISSISSIPPI 39530

Contact: Erin Gallagher – [Procurement@dmr.ms.gov](mailto:Procurement@dmr.ms.gov)

# MISSISSIPPI DEPARTMENT OF MARINE RESOURCES INVITATION FOR BIDS

The Mississippi Department of Marine Resources (MDMR) is requesting written Bids for furnishing and complete installation of one (1) 125 Kw, Engine Driven Generator at the Lyman Fish Hatchery located at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503. The incoming freight and placement of the generator at the Lyman Fish Hatchery shall be included in the bid price. The Contractor will be responsible for providing supervision, labor, bonds, insurance, material, equipment and all costs associated therewith.

Sealed bids will be publicly opened and read at the Mississippi Department of Marine Resources, 5<sup>th</sup> Floor Conference Room located at 1141 Bayview Avenue, Biloxi, Mississippi 39530 at **2:00 p.m. CST on Tuesday, March 14, 2017.**

Invitation for Bid may be obtained from:

Mississippi Department of Marine Resources  
Procurement Office, 6<sup>th</sup> Floor  
1141 Bayview Avenue  
Biloxi, Mississippi 39530

OR

[www.dmr.ms.us](http://www.dmr.ms.us)

OR

[The Mississippi Procurement Portal at https://www.ms.gov/dfa/contract\\_bid\\_search](https://www.ms.gov/dfa/contract_bid_search)

A pre-bid site meeting will be held at the Lyman Fish Hatchery at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503. on **Tuesday, February 21, 2017 at 10 a.m.** All bidders are strongly encouraged to attend. Failure to visit the site will in no way relieve the successful contractor from furnishing any materials or performing any work required to complete work in accordance with the scope of work without additional cost to the MDMR. **This will be the only opportunity for contractors to visit the Lyman Fish Hatchery to view the site. There will be no unscheduled site visits allowed.**

Bid preparation will be in accordance with the *Instructions to Bidders* found in the Invitation for Bid. Bids may be submitted by hand delivery or mail to Erin Gallagher, Procurement Director, MDMR, 1141 Bayview Avenue, Biloxi, MS 39530. All bids should be clearly marked **“IFB- Lyman Fish Hatchery Generator”** and should include: **RFx No. 3160001421**, the opening date, the Bidder’s Certificate of Responsibility number and MDMR’s address.

The Mississippi Department of Marine Resources reserves the right to waive minor irregularities and reject any or all bids.

Jamie M. Miller  
Executive Director, Mississippi Department of Marine Resources

Dates of Publication: Friday, February 10, 2017 and Friday, February 17, 2017

## **Scope of Work**

The MDMR requires the services of a contractor for the purchase and the installation of a permanently installed diesel fueled standby generator equipped with self-monitoring, self-diagnostic features, analog control panel, and emergency stop system for the Lyman Fish Hatchery, which is located at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503.

The following specifications shall include minimum requirements, unless otherwise stated, to include all genuine parts, accessories, equipment and safety features considered standard whether mentioned herein or not. The generator shall comply with all applicable NEMA codes, NFPA fire prevention and electrical codes, and state and local regulations.

All work and installations performed shall be completed per the manufacturer's specifications and in accordance with applicable Uniform Construction Code.

### **Outdoor Diesel Emergency Generator (1 each)**

Furnish and install one (1) continuous, standby rated, outdoor, skid-mounted, diesel emergency generator set with sub-base fuel tank, weather-tight enclosure to be delivered to the Lyman Fish Hatchery at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503. The incoming freight and placement of the generator at the Lyman Fish Hatchery shall be included in the bid price.

**125kW (156kVA)**

**480Y/277 Volts AC**

3 phase, 60Hz, approximately 188 amps,

Warranty: Two (2) year parts and labor from the date of site start-up.

Manuals: Two (2) complete sets of Operators & Maintenance Manuals.

Without intending to limit and/or restrict the equipment and materials required by these specifications, the diesel generator system shall be provided with, but is not limited to, the following:

Engine:

- Heavy Duty Air Cleaner with Service Indicator
- 50 C Ambient Radiator
- Electronic Isochronous Governor with 0.25% Frequency Regulation

Alternator:

- Brushless Rotating Field Generator with Class H Insulation
- 0.25% AVR, 3 Phase Sensing w/PMG
- Tropical Coating

Circuit Breaker:

- 400 Amp, T5 Frame, 100% Rated, Electronic Trip (Long & Short), Main Line Circuit Breaker

#### Analog Control Panel:

- Analog Control Panel must be equipped with AC Voltage Frequency, Percent of Load, Run Time Metering, Oil Pressure, Water Temperature, Battery Voltage and RPM Gauges.
- Three (3) position Auto-Off Manual Control Switch
- Manual key override by-pass switch

#### Heater:

- 120 Volt, 1500Watt Block Heater

#### Battery System:

- 12 Volt Lead Acid Battery
- 6 Amp/12 Volt Battery Charger

#### Enclosure:

- Rust resistant Steel
- Lockable Doors
- Stainless Steel Hinges and Hardware
- Powder Coat Finish

#### Fuel Tank:

- 600 Gallon, UL 142, Sub-base Tank
- Emergency & Normal Vents (Internal)
- Low Fuel Level & Fuel in Basin Switch
- Mechanical Fuel Level Gauge
- Fuel Level Sender
- Manual Fill with Locking Cap
- Minimum 48 Hours at 100% Standby Load

#### Complete Installation:

- Concrete Pad
- Offloading
- Install of Generator
- All Electrical Connections and all Control Wiring
- Block Heater Circuit and Battery Charger
- Startup Inspection Performed and Completion of Installation

## **Outdoor Service Entrance Automatic Transfer Switch (1 each)**

Furnish one (1) outdoor, service entrance rated automatic transfer switch to be utilized with the 125kW diesel emergency generator as described above. The incoming freight and placement of the automatic transfer switch, in addition to all required start-up and programming services, shall be included in the bid price.

The transfer mechanism of the switch shall be mechanically designed to prevent both the normal and emergency sources from being connected at the same time, and to prevent the contacts from stopping in-between, so that no source is connected.

The transfer switch/control panel for the automatic transfer switch shall be provided with, but is not limited to, the following:

- Engine starting contacts, with adjustable “Time Delay on Engine Starting” to override momentary normal source outages.
- Adjustable “Time Delay Normal to Emergency” load transfer.
- Adjustable “Time Delay Emergency to Normal” load transfer (i.e. retransfer back to normal).
- Unloaded running time delay for emergency engine generator cool-down after retransfer back to normal source.
- Test switch to momentarily simulate normal source failure.
- Adjustable close differential voltage sensing on all phases of normal source.
- Over and underfrequency sensing on one phase of the normal source, and overvoltage and overfrequency sensing on one phase of the emergency source.
- Phase rotation and phase loss monitoring.
- Automatic 7-day mode exerciser with LOAD / NO LOAD selector switch and an override circuit. The manufacturer or manufacturer’s representative shall program the exerciser on the site start-up date to automatically perform a weekly thirty (30) minute no-load test on a particular day and time that is to the satisfaction of the Park Operations Manager.
- Hygrostat-controlled 120VAC strip heater to prevent condensation.
- Two auxiliary contacts: one relay auxiliary contact (normal source 2 NO and 2 NC) that is energized when normal power is available, and the other relay auxiliary contact (emergency source 2 NO and 2 NC) that is energized when emergency power is available.

The outdoor automatic transfer switch shall be compatible with the new emergency generator .

## **Deadlines/Timeline**

<b>RFQ Issue Date</b>	February 10, 2017
<b>Sun Herald Advertising Dates</b>	February 10, 2017 & February 17, 2017
<b>Pre-Bid Site Visit</b>	February 21, 2017, 10:00 a.m.
<b>Deadline for Questions to MDMR</b>	February 22, 2017, 2:00 p.m. CST
<b>Posting of Written Answers to Questions</b>	February 23, 2017, 2:00 p.m. CST
<b>IFB Submission Deadline</b>	March 14, 2017, 2:00 p.m. CST

## **Pre-Bid Site Meeting Instructions**

A pre-bid site meeting will be held at the Lyman Fish Hatchery located at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503 on **Tuesday, February 21, 2017 at 10:00 a.m. CST**. All bidders are strongly encouraged to attend. Failure to visit the site will in no way relieve the successful contractor from furnishing any materials or performing any work required to complete work in accordance with the scope of work without additional cost to the MDMR. **This will be the only opportunity for contractors to visit the MDMR Lyman Fish Hatchery to view the site. There will be no unscheduled site visits allowed.**

## **MDMR Contact and Questions/Requests for Clarification**

All questions and requests for clarification must be submitted by email to:

**Erin Gallagher, Procurement Director**  
**[procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov)**

All questions/requests for clarification must be received no later than February 22, 2017 at 2:00 p.m. CST.

All questions/requests for clarification and the answers thereto will be published on the MDMR website (<http://dmr.ms.gov>) and the MAGIC Portal (<http://www.mmrs.state.ms.us/vendors/index.shtml>) in a manner that all bidders will be able to view by February 23, 2017 at 2:00 p.m. CST.

The MDMR will not be bound by any verbal or written information that is not specified within this IFB unless formally noticed and issued by the contact person.

**INSTRUCTIONS TO BIDDERS**  
**SECTION 00100**

**PART 1 - GENERAL**

- 1.01 **QUESTIONS:** Questions must be directed to the Procurement Director. Should a Bidder find discrepancies in, or omissions from, the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Procurement Director. The Procurement Director will send written instruction(s) or interpretation(s) to all known holders of the documents and post on the MDMR Website at [www.dmr.ms.gov](http://www.dmr.ms.gov). The MDMR will not be responsible for any oral instruction or interpretation.
- 1.02 **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 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* must 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 must 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 must 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 must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **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:
- 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.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons: (see 600.53)
- A. Failure to comply with the bid requirements.
  - B. Bidder is in arrears on existing Contracts with the MDMR or another state agency.
  - C. Bidder is, or anticipates being, in litigation or arbitration with the MDMR or another state agency.
  - D. Bidder has defaulted on a previous Contract.
- 1.05 **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.
- 1.06 **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 MDMR.
- 1.07 **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.

- 1.08 **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.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge. (modified August 2016)

## **PART 2 - PROPOSAL FORM**

- 2.01 **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.
- 2.02 **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.
- 2.03 **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.
- 2.04 **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. Refer to Section 01030 entitled *Alternates* for additional information.
- 2.05 **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. Refer to Section 01630 entitled *Substitutions and Product Options* which covers procedures after the award of Contract. (unchanged but modified 01630 August 2016)
- 2.06 **ADDENDA:** Any addenda to the Specifications, Drawings or Invitation for Bids 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. (see proposal form) (modified August 2016)
- 2.07 **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 - 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.msdoc.us/Search2.CFM> ] (see 2.07, 3.01, 5.01, proposal form)  
C. **Legal Address:** The address appearing on the Proposal Form should be the same 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.msdoc.us/Search2.CFM> ]  
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.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013) (see also 4.07 herein)  
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.  
[http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx) (No standard form is required for the Bid Bond.)

- B. **Certified Check:** The Bidder may submit a certified check made out to the MDMR 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.

- 2.09 **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

- 3.01 **SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. Only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as follows: (beginning 1/1/09 and for a reasonable time period, a duplicate copy will not disqualify your bid, but the second copy, without comparison, will be destroyed in the bid opening, not read aloud nor used thereafter, in order to prevent inadvertent differences in the duplicate forms): (also see 600.42)

*(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 – see 2.07, 3.01, 5.01)

*(Bid shall be addressed and delivered to)*

Mississippi Department of Marine Resources  
Attention: Erin Gallagher  
1141 Bayview Avenue  
Biloxi, Mississippi 39530

*(In lower left hand corner)*

Bid for Project # 3160001421

Title: **Lyman Fish Hatchery Generator**

Using Agency: Mississippi Department of Marine Resources

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

Under \$50,000.00 (add statement)

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

- 3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.  
B. **Facsimile:** A facsimile (fax) will not be acceptable.

- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

### PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **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 publicly opened . . . on the next business day that the agency shall be open and at the previously advertised time . . . (added Jan 2015)

- 4.02 **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.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the MDMR within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the MDMR within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 4.05 **AWARD OF CONTRACT:** The MDMR reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the MDMR in any order determined to be in the best interest of the Using Agency and which produces a total within available funds.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the MDMR as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) working days after notice of the acceptance of the bid/receipt of Contracts from the Professional. (*"working" days added 11/3/10 (modified Jan 2015)*)
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** (modified Dec 2013) (see also 2.08)  
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 MDMR 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. . [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx)
  - 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 00600 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. (with embossed seal). [http://www.mid.state.ms.us/licapp/search\\_main.aspx](http://www.mid.state.ms.us/licapp/search_main.aspx)
  - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond.

## PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and **is not a part of the bid documents**; therefore, this checklist does not have to be included with the Proposal Form when submitting a bid proposal.

**5.01 PROPOSAL FORM:** (only one original proposal form to be submitted) (also see 3.01 and 600.42 of Manual)  
**Base Bid**

( ) Write in the amount of the base bid in words and numbers. The written word shall govern.

**Alternates**

( ) Write in each alternates amount in words and numbers. 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.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)

( ) 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 Mississippi State Board of Contractors Roster

**Certificate of Responsibility Number(s) on envelope (see below for on proposal form)**

( ) Base Bid is under \$50,000 and no number is required

( ) Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope

( ) Base Bid is over \$50,000 and number is required

( ) Joint Venture and *joint venture* number is required

OR ( ) Joint Venture participants' numbers are required

**5.02 BID SECURITY:**

( ) Included Bid Bond

OR ( ) Included Certified Check

**5.03 POWER OF ATTORNEY:**

( ) Included Power of Attorney

**5.04 NON-RESIDENT BIDDER:**

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

OR ( ) Attached a Statement

**5.05 SUB-CONTRACTORS NAME Refer to 1.04 for responsiveness (modified Dec 2013)**

( ) List ~~your~~ any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost. \* List name even for under \$50,000

\* 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.

**5.06 SUB-CONTRACTORS' COR NUMBER Refer to 1.04 for responsiveness (modified Dec 2013)**

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

\* If under \$50,000 – so notate on the COR line "under \$50,000" (or can still show COR#)

\*\*\* END OF SECTION \*\*\*

**PROPOSAL FORM  
SECTION 00300**

To: Mississippi Department of Marine Resources  
Attention: Erin Gallagher  
1141 Bayview Avenue  
Biloxi, Mississippi 39530

Re: Project # 3160001421  
Project Title IFB- Lyman Fish Hatchery Generator  
Location Lyman Fish Hatchery

I propose to complete all work in accordance with the Invitation for Bids 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. The written word shall govern.)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ALTERNATES:** (Write in the amount of all of the alternates in words and numbers. The written word shall govern.)

**Alternate #1** (    ) Adds    (    ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #2** (    ) Adds    (    ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #3** (    ) Adds    (    ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #4** (    ) Adds    (    ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**Alternate #5** (    ) Adds    (    ) Deducts

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

\_\_\_\_\_ Description \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:** (modified dates August 2016)

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 \_\_\_\_\_

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.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01) **PLEASE LOOK IT UP at**

**SoS. SoS rules when the 2 are different.**

Address \_\_\_\_\_ (mailing)

Address \_\_\_\_\_ (physical)

City/State/Zip Code \_\_\_\_\_ County \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

■ **Bidder's Certificate of Responsibility Numbers(s):** \_\_\_\_\_

■ **MINORITY BUSINESS ENTERPRISE?** Yes \_\_\_\_\_ No \_\_\_\_\_ (to assist with Code 57-1-57)

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■ **Attach copy of Non-Resident Bidder's Preference Law (5.04 of Bidder's Checklist)**

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■ **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013)

Regarding said Divisions of the Specifications of the BoB Standard Form of Agreement Between The MDMR and The Contractor

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted. This is in accordance with 5.05 and 5.06 of the Bidder's Checklist revised below.

Mechanical Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Plumbing Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

Electrical Contractor: \_\_\_\_\_

Certificate of Responsibility No. \_\_\_\_\_

---

■ **Mississippi Department of Agriculture & Commerce**  
**Bureau of Plant Industry**

Landscape License Number \_\_\_\_\_ MS Code 69-19-1 - 69-19-15

↑ Complete for prime landscaping projects

---

**STANDARD FORM OF AGREEMENT BETWEEN  
THE MDMR AND THE CONTRACTOR  
SECTION 00500**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the MDMR,  
created by \_\_\_\_\_ et seq., **Mississippi Code of 1972, Annotated**, and acting for the State of Mississippi;  
and between the Contractor:

Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ 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:

**IFB-Lyman Fish Hatchery Generator**  
Rfx: 3160001421

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

MDMR:

CONTRACTOR:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Signature of Attorney)

THE MDMR AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

**ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS**  
**THE WORK**

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

**1.2 THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents which constitute the entire Agreement between the MDMR and the Contractor, are enumerated as follows:

1.2.2 IFB DATED: **February 10, 2017**

**BIDDING REQUIREMENTS**

Advertisement for Bids

Instructions to Bidders

Proposal Form

**STANDARD FORM OF AGREEMENT BETWEEN THE MDMR AND THE CONTRACTOR**

**CONTRACT BOND**

**POWER OF ATTORNEY**

**CERTIFICATE OF INSURANCE**

**CONDITIONS OF THE CONTRACT**

General Conditions

Supplementary Conditions

Labor Requirements

Addenda

**SCOPE OF WORK**

**DEADLINES/TIMELINES**

**PRE-BID MEETING INSTRUCTIONS**

**MDMR CONTACT AND QUESTIONS/REQUESTS FOR CLARIFICATION**

1.2.3 Addenda

Addendum No. 1, dated \_\_\_\_\_

Addendum No. 2, dated \_\_\_\_\_

Addendum No. 3, dated \_\_\_\_\_

Addendum No. 4, dated \_\_\_\_\_

Addendum No. 5, dated \_\_\_\_\_

1.2.4 Drawings dated \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

Sheets No. \_\_\_\_\_ through \_\_\_\_\_

1.2.5.1 Other documents, dated \_\_\_\_\_

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

## ARTICLE 2: CONTRACT SUM

### 2.1 CONTRACT SUM

- 2.1.1 The MDMR will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_). The Contract sum is determined as follows:

Base Bid		\$	_____
Modifications	( ) Adds ( ) Deducts	\$	_____
Negotiations		\$	_____
Alternate No. _____	( ) Adds ( ) Deducts	\$	_____
Alternate No. _____	( ) Adds ( ) Deducts	\$	_____
Alternate No. _____	( ) Adds ( ) Deducts	\$	_____
Alternate No. _____	( ) Adds ( ) Deducts	\$	_____
Alternate No. _____	( ) Adds ( ) Deducts	\$	_____
<b>Total Contract Sum</b>		\$	_____

### 2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of Two hundred and fifty dollars Dollars (\$ \$250.00) for each calendar day.

## ARTICLE 3: CONTRACT TIME

### 3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later than 60 calendar days from the date stated in the *Notice to Proceed*.

## ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

### 4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the MDMR will make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents.

### 4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract sum will be paid by the MDMR to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been approved and issued by the MDMR.

## ARTICLE 5: MISCELLANEOUS PROVISION

### 5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the Conditions of the Contract will have the meanings designated in those Conditions.

### 5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the MDMR. The MDMR and Contractor hereby agree to the full performance of the covenants contained herein.

### 5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name None  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*



**CONTRACT BOND  
SECTION 00600**

**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 MDMR of the State of Mississippi, Obligee, hereinafter referred to as "MDMR," for the use and benefit of the MDMR  
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 MDMR 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 MDMR has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof,  
and the MDMR 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 MDMR to Principal under the Contract and any Change Orders thereto, less the amount paid by MDMR 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 MDMR 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 MDMR 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 \_\_\_\_\_

(Signature)

Mississippi NAIC number: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Attorney-in-Fact

(Typed Name)

(Title)

Surety Agent Mississippi License Number: \_\_\_\_\_

\_\_\_\_\_  
(City/State/Zip/Phone)

\_\_\_\_\_  
(Surety Address)

\_\_\_\_\_  
(Surety City/State/Zip/Phone)

COUNTERSIGNED: (if applicable)

\_\_\_\_\_  
MISSISSIPPI LICENSED AGENT COMPANY NAME

Mississippi NAIC number: \_\_\_\_\_

\_\_\_\_\_  
(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: \_\_\_\_\_

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 can be the same as the Attorney-in-Fact when the Attorney-in-Fact is licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact 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 at MS Ins Dept web:  
[http://www.mid.ms.gov/licapp/search\\_main.aspx](http://www.mid.ms.gov/licapp/search_main.aspx)

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.)

**SECTION 00650**

**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.

<b>INSURED:</b> (Contractor's Name & Address)				<b>COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #</b>		
				<b>A</b>		
				<b>B</b>		
				<b>C</b>		
<b>PROJECT:</b> (Number, Name & Location)				<b>D</b>		
				<b>E</b>		
				<b>F</b>		
				<b>G</b>		
<b>MDMR: MDMR</b>				Companies above must be approved by the MS Ins Dept at <a href="http://www.mid.ms.gov/licapp/search_main.aspx">http://www.mid.ms.gov/licapp/search_main.aspx</a> per Code & WComp at <a href="http://www.mwcc.ms.gov/">http://www.mwcc.ms.gov/</a>		
<b>Type Insurance</b>	<b>Co</b>	<b>Policy Number</b>	<b>Policy Period</b>	<b>Coverage and Minimum Amount</b>		
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		
Automobile Liability				Per Occurrence		
				\$ 500,000		
				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		
				\$ 500,000		
				<b>OR</b>	Bodily Injury (Per Person)	
					\$ 250,000	
Bodily Injury (Per Accident)						
		\$ 500,000				
Property Damage (Per Occurrence)		\$ 100,000				
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate		
				\$ 1,000,000		
Workers' Compensation (As required by Statute) Employers' Liability				Per Occurrence		
				\$ 1,000,000		
				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)				<b>OR</b>	Builders' Risk	Must be equal to Value of Work
					Installation Floater	
Other						
<p>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 MDMR prior to cancellation or non-renewal of above.</p>						
<b>Producing Agent:</b> (Name, Address and Telephone)						
				(Signature)		
				(Date)		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept <a href="http://www.mid.ms.gov/licapp/search_main.aspx">http://www.mid.ms.gov/licapp/search_main.aspx</a>		

☐ Check if Mississippi Licensed Agent  
OR Countersign by Mississippi Licensed Agent MID Lic # \_\_\_\_\_

**Division 0**

June 2011

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**CERTIFICATE OF INSURANCE INSTRUCTIONS**  
**SECTION 00650**

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, 2007).
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 [http://www.mid.ms.gov/licapp/search\\_main.aspx](http://www.mid.ms.gov/licapp/search_main.aspx). (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 MDMR.
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 MDMR, or specified as part of the requirements for this Project.
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 MDMR, 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 MDMR 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 MWWC web – you enter the Vendor's name, then click on the policy number to see the MWWC Ins Provider.

**\*\*\* END OF SECTION \*\*\***

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**Division 0**

**June 2011**

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**GENERAL CONDITIONS  
SECTION 00700**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

**\*\*\* END OF SECTION \*\*\***

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**Division 0**

**June 2011**

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# 2007 SUPPLEMENTARY CONDITIONS

## SECTION 00800

### PART 1 – GENERAL

#### 1.01 DESCRIPTION

- A. **MDMR:** These supplements are necessary because the MDMR is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual MDMR.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Sixteenth Edition, 2007. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

#### Article 1 GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

- 1.1.1 **The Contract Documents:** Delete the last sentence of this Subparagraph and substitute the following sentence:

*The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.*

- 1.1.9 Add a new Subparagraph as follows:

**COMMISSIONING AUTHORITY PROFESSIONAL**

*A professional independent of the project engineer or architect retained by the MDMR who manages a quality focused process for enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the MDMR's project requirements.*

#### 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

- 1.5.1 Add a new sentence at the end of this Subparagraph:

*This Paragraph in no way supersedes the MDMR's document rights set forth in the Agreement Between the MDMR and the Professional.*

- 1.5.3 Add a new Subparagraph as follows: (Added Sept-Dec 2013)

*Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31- 7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>*

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**Article 2**  
**OWNER**

**2.1 GENERAL**

**2.1.1** Change this Subparagraph to read as follows:

*The MDMR, as used in these Documents, refers to the Mississippi Department of Marine Resources, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The MDMR is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The MDMR's representative, who shall have express authority to bind the MDMR with respect to all matters requiring the MDMR's approval or authorization, is the individual who signed the Construction Contract for the MDMR. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "MDMR" means the Mississippi Department of Marine Resources or the MDMR's authorized representative.*

**2.2 INFORMATION AND SERVICES REQUIRED OF THE MDMR**

**2.2.5** Change this Subparagraph to read as follows:

*Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.*

**Article 3**  
**CONTRACTOR**

**3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** Change the last sentence to read as follows:

*If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the MDMR and Architect shall be responsible for any resulting loss or damage.*

**3.4 LABOR AND MATERIALS**

**3.4.4** Modify the Subparagraph as follows: (Modified Sept-Dec 2013)

**Employee Status Verification System** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement 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 the 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, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

**3.4.5** Add a new Subparagraph as follows: (Modified Sept-Dec 2013)

*In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-17 and Section 31-5-19 of the Mississippi Code of 1972, Annotated.*

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**Division 0**

June 2011

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**3.4.6** Add a new Subparagraph as follows: (Modified Sept-Dec 2013)

*In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.*

**3.9 SUPERINTENDENT**

**3.9.2** Change the second line in this Subparagraph to read as follows:

*The Architect shall, within a reasonable time, notify the Contractor in writing of any objection to the proposed superintendent.*

**3.15 CLEANING UP**

**3.15.2** Change this Subparagraph to read as follows:

*If the Contractor fails to clean up as provided in the Contract Documents, the MDMR may do so and the cost thereof shall be charged to the Contractor.*

**3.16 ACCESS TO WORK**

Change this Paragraph to read as follows:

*The Contractor shall provide the MDMR and its authorized representatives access to the Work in preparation and progress wherever located.*

**3.18 INDEMNIFICATION**

**3.18.3** Modify the Subparagraph as follows: (Modified Sept-Dec 2013)

**Indemnification** *To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.*

**Article 4  
ARCHITECT**

**4.1 GENERAL**

**4.1.4** Add a new Subparagraph as follows:

*The term "Architect," "Engineer," or "Professional" as used in these Documents refers to the Professional firm indicated in Paragraph 5.3.1 of the Standard Form of Agreement Between the MDMR and the Contractor who has been directed by the MDMR to design and inspect construction of this Project.*

**4.2 ADMINISTRATION OF THE CONTRACT**

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4.2.1 Change the first line of this Subparagraph to read as follows:

*The MDMR Procurement Director will provide administration of the Contract as described in the Contract Documents, and will be the MDMR's representative (1) during construction, (2) until the final payment is due and (3) with the MDMR's concurrence, from time to time during the one year period for correction of Work described in Section 12.2.*

**Article 5**  
**SUBCONTRACTORS**

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.2.1 Change the first line of this Subparagraph to read as follows: (modified Jan 2015) (see also 600.55; Div 1-01010.1.01.F)

*Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the MDMR, shall furnish in writing to the MDMR through the Professional, the names, disciplines, 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) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor listed on Proposal Form regardless of amount.*

**Article 6**  
**CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

No supplementary conditions.

**Article 7**  
**CHANGES IN THE WORK**

**7.2 CHANGE ORDERS**

7.2.2 Add a new Subparagraph as follows:

*The maximum cost included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order.*

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.9 Delete this Subparagraph in its entirety.

**Article 8**  
**TIME**

**8.1 DEFINITIONS**

8.1.2 Change this Subparagraph to read as follows:

*The date of commencement of the Work is the date established in the Notice to Proceed.*

**8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 Change this Subparagraph to read as follows:

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*If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the MDMR or the Architect, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Architect determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the MDMR's approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.*

**Article 9**  
**PAYMENTS AND COMPLETION**

**9.2 SCHEDULE OF VALUES**

Change this Paragraph to read as follows:

*Where the Contract is based on a stipulated sum, the Contractor shall submit to the MDMR, at least 10 days before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work, and prepared in such form and supported by such data to substantiate its accuracy as the MDMR may require. This schedule, unless objected to by the MDMR, shall be used as a basis for reviewing the Contractor's Applications for Payment.*

**9.3 APPLICATIONS FOR PAYMENT**

**9.3.1 Add a new sentence to the end of this Subparagraph:**

*The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.*

**9.3.1.1 Delete this Subparagraph in its entirety.**

**9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows: (see also Manual 700.28) (modified Sept-Dec 2013)**

*On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney.*

**9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:**

*The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the MDMR will not be considered as MDMR approval in any way.*

**9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:**

*Payment on materials stored at some location other than the building site, may be approved by the Architect and the MDMR after the Contractor has submitted the following items:*

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- .1 An acceptable Lease Agreement between the General Contractor and the MDMR of the land, or building, where the materials are stored covering the specific area where the materials are located.
  - .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.
  - .3 All Perils Insurance coverage for the full value of the materials stored off-site.
  - .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
  - .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
  - .6 A review by the Architect of the materials stored off-site prior to release of payment.
  - .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the MDMR.

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.3 Delete this Subparagraph in its entirety.

## 9.6 PROGRESS PAYMENTS

9.6.2 Change the first line of this Subparagraph to read as follows:

*The Contractor shall pay each Subcontractor, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work.*

9.6.8 Add a new Subparagraph as follows:

*The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the MDMR from the Contractor.*

9.6.8.1 Add a new Clause to Subparagraph 9.6.8 as follows:

*The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on MDMR's "Affidavit Certifying Payment to All Subcontractors" form, to the project engineer or architect indicating payments to subcontractors on prior payment request. (attached as Exhibit "A" at the end of Division 0 Section 00800 herein)*

9.6.9 Modify the Subparagraph as follows: (Modified Sept-Dec 2013; SAAS modified 092414)

*The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.*

## 9.7 FAILURE OF PAYMENT

Change this Paragraph to read as follows:

*The Contractor and the MDMR shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi*

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## **9.8 SUBSTANTIAL COMPLETION**

### **9.8.1 Add the following sentence to the end this Subparagraph to read as follows:**

*Commissioning requirements must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.*

### **9.8.4 Change the first line this Subparagraph to read as follows:**

*When the Work or designated portion thereof is substantially complete and affirmed by the MDMR, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the MDMR and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.*

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

### **9.10.1 Change this Subparagraph to read as follows:**

*When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the MDMR, the Contractor shall make such notice to the Architect in writing.*

- 1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance by the MDMR, the Architect will promptly inspect the Work and compile a list of deficiencies. If, in the Architect's judgment, the Work is not ready for inspection, another inspection will be scheduled.*
- 2. Once the Architect has made inspection and all deficiencies listed by the Architect have been corrected and the Architect determines the Work is ready for final inspection, the Architect will call for final inspection of the Project with the MDMR for the purpose of determining whether the Work is acceptable under the Contract Documents.*
- 3. The final inspection shall be conducted in the presence of the MDMR and a list of defects or discrepancies, if any, will be compiled into a punch list furnished to all parties.*
- 4. Once corrections of all punch list items have been confirmed by the Architect, the Architect will provide a letter recommending final acceptance of the Work to the MDMR.*

### **9.10.2 Change this Subparagraph to read as follows:**

*Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual.*

## **9.11 LIQUIDATED DAMAGES**

### **9.11.1 Add a new Paragraph as follows:**

*Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the MDMR if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the MDMR the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the MDMR and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the MDMR.*

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**Article 10**  
**PROTECTION OF PERSONS AND PROPERTY**

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.5 Change this Subparagraph to read as follows:

*The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the MDMR or Architect and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.*

**10.3 HAZARDOUS MATERIALS**

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

**Article 11**  
**INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Delete this Subparagraph in its entirety.

11.1.5 Add a new Subparagraph as follows; Modified 11.1.5 BI and PD on 030116 per Code 31-5-51(7) and 31-7-13(v)

*The Contractor's limits of liability shall be written for not less than the following:*

**.1 GENERAL LIABILITY:**

*Commercial General Liability  
(Including XCU)*

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

**.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:**

<i>Bodily Injury &amp; Property Damage .....</i>	<i>\$ 1,000,000.00 Aggregate</i>
<i>Bodily Injury &amp; Property Damage .....</i>	<i>\$ 500,000.00 Per Occurrence</i>

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**.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*

**11.1.6 Add a new Subparagraph as follows:**

*Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between MDMR and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the MDMR copies of any endorsements that are subsequently issued amending limits of coverage.*

**11.1.7 Add a new Subparagraph as follows:**

*If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.*

**11.2 OWNER'S LIABILITY INSURANCE**

Delete this Paragraph in its entirety and substitute the following:

*The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.\*5.*

**11.3 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)**

**11.3.1 Change the first line in this Subparagraph to read as follows:**

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*The Contractor shall purchase....*

11.3.1.2 Delete this Clause under Subparagraph 11.3.1 in its entirety.

11.3.1.3 Change the following Clause in this Subparagraph to read as follows:

*If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.*

11.3.2 Delete this Subparagraph in its entirety.

11.3.3 Delete this Subparagraph in its entirety.

11.3.4 Delete this Subparagraph in its entirety.

11.3.5 Delete this Subparagraph in its entirety.

11.3.6 Delete this Subparagraph in its entirety.

11.3.10 Change this Subparagraph to read as follows:

*The MDMR as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.*

#### **Article 12**

#### **UNCOVERING AND CORRECTION OF WORK**

No supplementary conditions.

#### **Article 13**

#### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Change this Paragraph to read as follows:

*The Contract shall be governed by the laws of the State of Mississippi.*

#### **13.5 TESTS AND INSPECTIONS**

13.5.1 Change the third line of this Subparagraph by adding “and Commissioning Authority Professional” after each instance of the word “Architect”.

13.5.3 Change this Subparagraph by inserting “and the Commissioning Authority Professional’s” after the word “Architect”.

13.5.5 Change this Subparagraph by adding “and/or the Commissioning Authority Professional” after each instance of the word “Architect”.

13.7 Change this Paragraph title and contents to read as follows: (modified Sept-Dec 2013)

#### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

13.7.1 *The MDMR and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.*

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**Article 14**  
**TERMINATION OR SUSPENSION OF THE CONTRACT**

No supplementary conditions.

**Article 15**  
**CLAIMS AND DISPUTES**

**15.2 INITIAL DECISION**

**15.2.1** Change this Subparagraph to read as follows:

*Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and MDMR arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the MDMR.*

**15.2.5** Change the last line of this Subparagraph to read as follows:

*The initial decision shall be final and binding on the parties but subject to arbitration or litigation.*

**15.2.6** Delete this Subparagraph in its entirety.

**15.2.6.1** Delete this Clause in its entirety.

**15.3 MEDIATION**

**15.3.1** Delete this Subparagraph in its entirety.

**15.3.2** Delete this Subparagraph in its entirety.

**15.3.3** Delete this Subparagraph in its entirety.

**15.4 ARBITRATION**

**15.4.1** Delete this Subparagraph in its entirety.

**15.4.1.1** Delete this Clause in its entirety.

**15.4.1.2** Delete this Clause in its entirety.

**15.4.2** Delete this Subparagraph in its entirety.

**15.4.3** Delete this Subparagraph in its entirety.

**15.4.4** Delete this Subparagraph in its entirety.

**15.5** Add a new Paragraph as follows:

**ARBITRATION PROCEDURES FOR THE MDMR**

*All matters of dispute arising out of any agreement with the MDMR for planning, design, engineering, construction,*

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erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the MDMR for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

15.5.1 Add a new Subparagraph as follows:

**CONDITIONS PRECEDENT TO ARBITRATION**

- .1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Head of the MDMR's Agency and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.*
- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Deputy Director of the MDMR. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.*

15.5.2 Add a new Subparagraph as follows:

**REQUESTS FOR ARBITRATION:** *Within thirty (30) days of a claim being rejected in writing by the Deputy Director of the MDMR, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Head of the MDMR's Agency. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.*

15.5.3 Add a new Subparagraph as follows:

**SELECTION OF ARBITRATORS:** *Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Head of the MDMR's Agency. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.*

15.5.4 Add a new Subparagraph as follows:

**HEARINGS:** *All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.*

15.5.5 Add a new Subparagraph as follows:

**AWARDS:** *Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.*

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15.5.6 Add a new Subparagraph as follows:

**FEES AND EXPENSES:** *Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.*

15.5.7 Add a new Subparagraph as follows:

**MODIFICATIONS, CONFIRMATIONS, AND APPEALS:** *All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.*

15.5.8 Add a new Subparagraph as follows:

**SECRETARY FOR THE ARBITRATORS:** *All notices, requests, or other correspondence intended for the arbitrators shall be sent to the Head of the MDMR's Agency.*

## AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the MDMR on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the MDMR reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

**Division 0**  
Section 00800 SUPPLEMENTARY CONDITIONS  
Article 9.6 Progress Payments  
Article 9.6.8.1

Pursuant to Code §31-5-25 and HB1562, Laws of 2002  
...Contractors shall submit monthly certification to the project engineer or architect indicating  
payments to subcontractors on prior payment request. ...

Project Name and Number: \_\_\_\_\_

Using Agency: \_\_\_\_\_

Subcontractor: _____	Amount: \$ _____
Subcontractor: _____	Amount: \$ _____
Subcontractor: _____	Amount: \$ _____
Subcontractor: _____	Amount: \$ _____
Subcontractor: _____	Amount: \$ _____
Subcontractor: _____	Amount: \$ _____
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Subcontractor: _____	Amount: \$ _____
Subcontractor: _____	Amount: \$ _____

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Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: \_\_\_\_\_

Contractor Certificate of Responsibility Number: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

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## **LABOR REQUIREMENTS**

### **SECTION 00820**

#### **PART 1 - EQUAL OPPORTUNITY**

##### **1.01 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.

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## **ADDENDA**

### **SECTION 00900**

#### **1.01 ADDENDA**

Any Addendum issued on this Project will be included in Section 00900 and become a part of the *Standard Form of Agreement*.