

**BID FOR:**

**GLAZING UPGRADES TO VARIOUS SCHOOLS**

**MADISON COUNTY SCHOOLS  
Madison County, Mississippi**

**COR: 24536-MC**

**J.E. STEVENS CONSTRUCTION GROUP, LLC**

**SECTION 00 4100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

A. Madison County Schools (Owner)

**1.02 FOR:**

A. Project: Glazing Upgrades to Various Schools – Madison County Schools

**1.03 DATE:** 8/22/2023 (BIDDER TO ENTER DATE)

**1.04 SUBMITTED BY:** (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name J.E. Stevens Construction Group, LLC

Complete spelling of bidder's name and address - exact as recorded at the Secretary of State (<http://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 1218 Cutter Lane

City, State, Zip Brandon, MS 39047

Certificate of Responsibility 24536-MC

**1.05 OFFER**

A. Having examined the Place of The Work (All Madison County School Campuses) and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by JH&H Architects | Planners | Interiors, PA for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Three hundred Thirty-three Thousand Three Hundred and 00/100

\_\_\_\_\_ dollars

(\$ 333,300.00), in lawful money of the United States of America.

B. We have included the required security deposit as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

D. All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.

- E. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

#### 1.06 ALTERNATES

- A. The following amounts shall be added to the Bid Amount. Refer to Section 01 2300 – Alternatives: Schedule of Alternatives.  
B. Alternate #1: Additional Safety & Security Glazing Film (Add)

Fifty-one Thousand Seven Hundred and 00/100 dollars

\$ 51,700.00.

#### 1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.  
B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of Notice of Award.
  3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.  
D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### 1.08 CONTRACT TIME

- A. If this Bid is accepted, we will:  
B. Complete the Work by the twenty-seventh (27th) day of November, 2023.

#### 1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 8/18/2023.
2. Addendum #            Dated                   .
3. Addendum #            Dated                   .
4. Addendum #            Dated                   .

### 1.10 BID FORM SIGNATURE(S)

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

accepted.

 President

B. (Authorized signing officer, Title)

**1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

## 1.12 RESIDENT BIDDER

The Bidder is a:       X       Resident  
                   Non-resident

OF THE STATE OF MISSISSIPPI.

Telephone No.: (601) 826-2480

Fax No.: \_\_\_\_\_

Email: [joshua@jestevensgroup.com](mailto:joshua@jestevensgroup.com)

**END OF SECTION**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

J. E. Stevens Construction Group, LLC  
127 Bonne Vie Dr  
Brandon, MS 39047

### SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Madison County Schools  
476 Highland Colony Parkway  
Ridgeland, MS 39157

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


23118 Glazing Upgrades to Various Schools


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2023

  
(Witness)

  
(Witness) Blake Johnson

J. E. Stevens Construction Group, LLC

(Principal)

(Seal)

By:

(Title) President

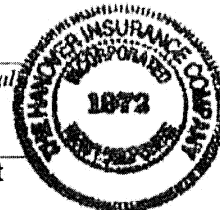
The Hanover Insurance Company

(Surety)

(Seal)

By:

(Title) Stephen Wesley Price, Jr. Attorney-in-Fact



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stephen Wesley Price, Jr.

Of Jackson, MS individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond  
Principal: J. E. Stevens Construction Group, LLC  
Obligee: Madison County Schools

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6<sup>th</sup> day of April, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

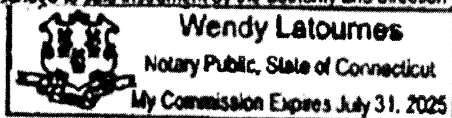
*James H. Kawachi*  
James H. Kawachi, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*William M. Mendoza*  
William M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 6<sup>th</sup> day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latourmes*  
Wendy Latourmes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of August 2023.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowodder*  
John Rowodder, Vice President