

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. 1 DATED 1/16/2007 ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

Number	Description
1	Replace Proposal Section 00 42 00 with same; Replace Proposal Section 00 45 19 with same; Replace Proposal Section 00 45 47 with same; Replace Proposal Section 00 52 00 with same; Replace Proposal Section 00 61 00 with same.

TOTAL ADDENDA: 1
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

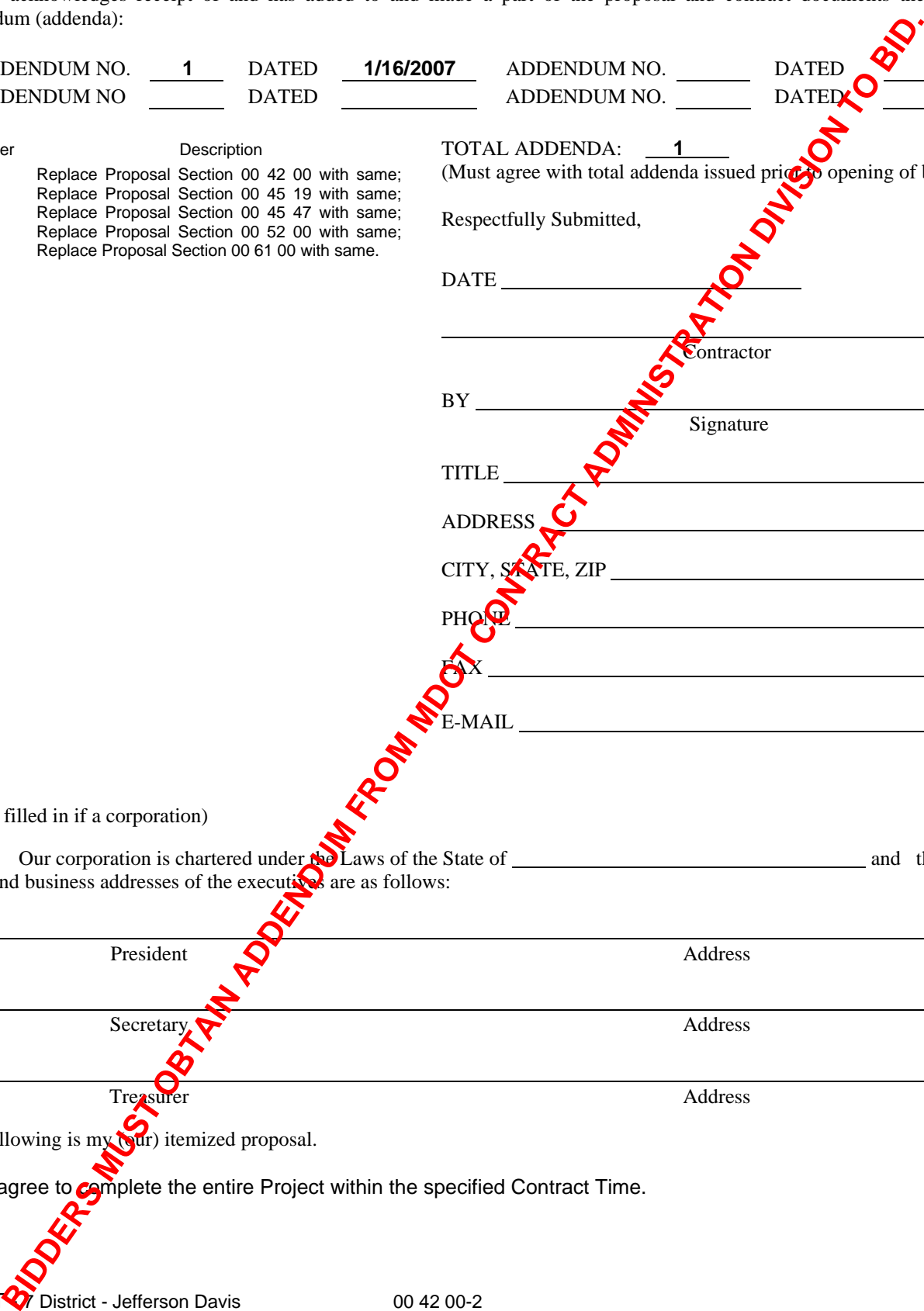
(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

I (We) agree to complete the entire Project within the specified Contract Time.



**PROPOSAL
SECTION 00 42 00**

(Section 905, dated 2/28/01, MDOT – Edited for Building Projects)

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
(Company Name)
of _____
(Company Street Address)

(Company City, State, & Zip Code)

For constructing the following designated project(s) within the time(s) hereinafter specified.

The Contract Documents are composed of the Project Manual (Proposal) and the Drawings on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

I (We) certify that I (we) possess a copy of said Contract Documents.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Contract Documents, including the Instructions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Contract Documents, Instructions and Notice(s) to Bidders, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Contract Documents and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached Contract Agreement (Section 00 52 00) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Contract Documents and Advertisement. I (We) also propose to execute the attached Contract Bond (Section 00 61 00) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check, or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted, _____
(Contractor)

BY _____
(Signature)

TITLE _____

ADDRESS _____
(Street Address)

ADDRESS _____
(City, State & Zip Code)

Date _____, _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

(President) (Address)

(Secretary) (Address)

(Treasurer) (Address)

The following is my (our) itemized proposal.

WORK NECESSARY FOR CONSTRUCTION OF A MAINTENANCE AREA HEADQUARTERS BUILDING IN PRENTISS, KNOWN AS STATE PROJECT BWO-7113-233(001) 501135301 AND EQUIPMENT SHED IN PRENTISS, KNOWN AS STATE PROJECT BWO-7111-33(001) 501135302, IN THE COUNTY OF JEFFERSON DAVIS, STATE OF MISSISSIPPI.

I (We) agree to complete the entire Project within the specified Contract Time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS ITEM TOTALS ARE ENTERED AND THE BID CERTIFICATE (SECTION 00 45 47) LOCATED AT THE END OF THE BID SHEETS IS SIGNED

REF. NO.	PAY ITEM NO.	UNIT with Approx. Quantity	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
				Dollar	Cents	Dollar	Cents
(10)	1500-A	lump sum	Construction of Maintenance Area Headquarters at Prentiss, Jefferson Davis County			\$ _____	
(20)	1500-A	lump sum	Construction of Equipment Shed at Prentiss, Jefferson Davis County.....			\$ _____	

SUB-TOTAL – DIRECT PAY ITEMS.....\$ _____

TOTAL BID.....\$ _____

*****SIGNATURE STATEMENT*****

BIDDER ACKNOWLEDGES THAT HE / SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

END OF SECTION

NON-COLLUSION CERTIFICATION

SECTION 00 45 19

(Non-Collusion Certification, dated 2/28/01, MDOT – Edited for Building Projects)
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing Certification)

individually, and in my capacity as _____
(Title)

_____ do hereby certify under
(Name of Company, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

_____, Bidder
(Name of Company, Partnership, or Corporation)

on Project No. BWO-7113-33(001) 501135301 and Project No. BWO-7111-33(001) 501135302 in Prentiss, Jefferson Davis County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here “_____” if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____
(Date) (Signature)

END OF SECTION

NON-COLLUSION CERTIFICATION

SECTION 00 45 19

(Non-Collusion Certification, dated 2/28/01, MDOT – Edited for Building Projects)
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing Certification)

individually, and in my capacity as _____
(Title)

_____ do hereby certify under
(Name of Company, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

_____, Bidder
(Name of Company, Partnership, or Corporation)

on Project No. BWO-7113-33(001) 501135301 and Project No. BWO-7111-33(001) 501135302 in Prentiss, Jefferson Davis County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here “_____” if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____
(Date) (Signature)

END OF SECTION

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

CERTIFICATE
SECTION 00 45 47

(Certificate, dated 2/28/01, MDOT – Edited for Building Projects)

If awarded this Contract, I (we) contemplate that portions of the Contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (We) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

Contractor _____
(Name of Company, Partnership, or Corporation)

By _____
(Signature)

Title _____

CERTIFICATE MUST BE EXECUTED

END OF SECTION

AGREEMENT
SECTION 00 52 00

(Section 902, dated 2/28/01, MDOT – Edited for Building Projects)

CONTRACT FOR Project No. BWO-7113-33(001) 501135301
Maintenance Area Headquarters in Prentiss

Project No. BWO-7111-33(001) 501135302
Equipment Shed in Prentiss

LOCATED IN THE COUNTY OF JEFFERSON DAVIS
STATE OF MISSISSIPPI,
COUNTY OF HINDS

This Contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned Contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the Proposal hereto attached, to the undersigned Contractor, such payment to be made in the manner and at the time of times specified in the Contract Documents, the undersigned Contractor hereby agrees to accept the prices stated in the Proposal in full compensation for the furnishing of all materials and equipment and the executing of all the Work contemplated in this Contract.

It is understood and agreed that the advertising according to law, the Contract Documents, are hereby made a part of this Contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned Contractor shall be responsible for all loss or damage arising out of the nature of the Work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the Work, exceptions being those specifically set out in the Contract; and for faithfully completing the whole Work in good and workmanlike manner according to the approved Contract Documents and requirements of the Mississippi Department of Transportation.

It is further agreed that the Work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

It is agreed and understood that each and every provision of law and clause required by law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto. The Contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the _____ day of _____, _____

Contractor(s) Company Name

By _____
(Signature)

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____
Signed and sealed in the presence of:
(Names and address of witnesses)

By _____
Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____ Minute Book No. _____, Page No. _____

END OF SECTION

CONTRACT BOND
SECTION 00 61 00

(Section 903, dated 2/28/01, MDOT – Edited for Building Projects)

CONTRACT BOND FOR: Project No. BWO-7113-33(001) 501135301
Maintenance Area Headquarters in Prentiss

Project No. BWO-7111-33(001) 501135302
Equipment Shed in Prentiss

LOCATED IN THE COUNTY OF JEFFERSON DAVIS
STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____

_____ Principal, a _____

residing at _____ in the State of _____

and _____

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held
and firmly bound unto the State of Mississippi in the sum of _____

(\$ _____) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our
heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D. _____.

The conditions of this Bond are such, that whereas the said _____

principal, has (have) entered into a Contract with the Mississippi Transportation Commission,
bearing the date of _____ day of _____ A.D. _____ hereto
annexed, for the construction of certain Project(s) in the State of Mississippi as mentioned in said
Contract in accordance with the Contract Documents therefor, on file in the offices of the
Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____
_____ in all things shall stand to and abide by and well and truly
observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and
agreements in said Contract, contained on his (their) part to be observed, done, kept and
performed and each of them, at the time and in the manner and form and furnish all of the

material and equipment specified in said contract in strict accordance with the terms of said Contract which said Drawings, Specifications and Special Provisions are included in and form a part of said Contract and shall maintain the said Work contemplated until its final completion and acceptance as specified in the approved Specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said Principal(s), his (their) agents, servants, or employees in the performance of said Work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said Principal's Contract, any liquidated damages which may arise after termination of the said Principal's Contract due to default on the part of said Principal, penalties and interest thereon, when and as the same may be due this State, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said Work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statues applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said Contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said Contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____ day of _____ A.D. _____

(Contractors) Principal

(Surety)

By _____
(Signature)

By _____
(Signature) Attorney in Fact

Title _____
(Contractor's Seal)

(Name and address of local (Mississippi) representative
(Surety Seal)

END OF SECTION