

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) 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 Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) 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. 1 DATED 6/16/2008 ADDENDUM NO. DATED
 ADDENDUM NO. DATED ADDENDUM NO. DATED

| Number | Description |
|--------|--|
| 1 | Revised Table of Content; Add NTB 2009; Add Bid Bond; Amendment EBS Download Required. |

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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- Rumble Stripe - # 1312
- Non-Use of Precast Drainage Units - # 1322
- Contract Time - # 1333
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907-105-3: Cooperation By Contractors, W/Supplement

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SECTION 905 - PROPOSAL,
PROPOSAL SHEET NOS. 2-1 THRU 2-11,
COMBINATION BID PROPOSAL,
CERTIFICATE OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS,
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OCR-485,
HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET
OF SECTION 905 AS ADDENDA)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2009

CODE: (SP)

DATE: 06/17/2008

SUBJECT: Debris Disposal

PROJECT: BR-0003-01(087) / 102437301 -- Hancock County

The Contractor shall dispose of all bridge debris from sites no. 1 & 2 to Linnea Peninsula in Port Bienville as designated by the Mississippi Department of Marine Resources (MDMR) for beneficial use programs as allowed by the United States Army Corp of Engineers (USACE) – Mobile District. Bridge debris shall include but not limited to all piling, beams, caps, deck, railing, slope paving, rip rap, removed during the bridge replacement project. The Contractor shall verify with MDMR as to the actual materials and quantities to be salvaged from this project as well as the exact location for disposal. The Contractor will be responsible for the disposal of all other debris not required for use by MDMR from the project.

The Contractor will obey all Local, State, and Federal regulations and laws concerning the proper disposal of all materials.

Additional information is available from the following contacts:

MDMR Contact:

Kerwin Cuevas, (228) 697-4302

MDEQ Contacts:

Robert Seyfarth, (601) 961-5160

Billy Warden, (601) 961-5047

NOAA Contacts:

Mark Thompson, Essential Fish Habitat & Living Marine Resources,
Panama City office (850) 234-5061

Robert Hoffman, Endangered Species,
St. Petersburg office (727) 551-5774

USACE-Mobile District Contact:

Susan Rees, (251) 694-4141



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**
Dollars (\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bridge Replacement on US Highway 90 at Cowan and Whites Bayous, known as Federal Aid Project No. BR-0003-01(087)N / 102437301, in the County of Hancock, State of Mississippi.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 2008

(Principal) (Seal)

(Witness)

By: _____
(Title)

(Surety) (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

Resident MS Agent

Bid bond must be signed or countersigned by a qualified Mississippi resident agent and the bidder as per Section 102.08 of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.