

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by execution of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

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 3/3/2016 ADDENDUM NO. DATED
 ADDENDUM NO. DATED ADDENDUM NO. DATED

Number	Description
1	Revised Table of Contents; Special Provision 907-102-11 replaces 907-102-12; Contract Documents replace 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.

BWO-7079-46(003)/502689302, BWO-7149-46(001)/502689301 & LWO-7061-46(003)/502689303

Marion County(ies)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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PROJECT: BWO-7079-46(003)/502689302 - Marion
BWO-7149-46(001)/502689301 - Marion
LWO-7061-46(003)/502689303 - Marion

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

02/25/2016 08:38 AM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-11

CODE: (SP)

DATE: 11/04/2015

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the first, fifth, sixth, and seventh paragraphs of Subsection 102.06 on pages 17 & 18, and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

A completed proposal package, with all forms completed, will constitute the official bid and shall be signed on the last sheet of Section 905 and delivered to the Department in accordance with the provisions of Subsection 102.09. Bids submitted using any other form, format or means will result in an irregular bid.

907-102.08--Proposal Guaranty. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following.

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

S E C T I O N 9 0 5 - P R O P O S A L

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

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

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

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 Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, 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. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

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

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

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 Specifications 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 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.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by execution of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

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.

Building, Renovating, and Lot work of the Foxworth Project Office, known as State Project Nos. BWO-7149-46(001), BWO-7079-46(003), and LWO-7061-46(003) / 502689301, 302, & 303 in Marion County.

I (We) agree to complete the entire project within the specified contract time.

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

**BIDS WILL NOT BE CONSIDERED UNLESS BOTH PRICES AND ITEM TOTALS ARE ENTERED.
 BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

*****BID SCHEDULE*****

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Item Amount	
						Dollar	Ct	Dollar	Ct
Building Items									
0010	907-242-A006		1	Lump Sum	Construction of Project Office Building	XXXXXXX	XXX		
0020	907-242-A015		1	Lump Sum	Renovation of Existing Building	XXXXXXX	XXX		
Lot Work Items									
0030	201-A001		1	Lump Sum	Clearing and Grubbing	XXXXXXX	XXX		
0040	202-B035		12	Square Yard	Removal of Concrete Sidewalk				
0050	202-B038		52	Linear Feet	Removal of Curb, All Types				
0060	202-B306		1	Each	Removal of Flag Pole				
0070	203-A004	E	225	Cubic Yard	Unclassified Excavation, LVM, AH				
0080	203-EX040	E	816	Cubic Yard	Borrow Excavation, AH, LVM, Class B9-6				
0090	219-A001		24	Thousand Gallon	Watering	20.	00	480.	00
0100	234-A001		240	Linear Feet	Temporary Silt Fence				
0110	608-B001	S	101	Square Yard	Concrete Sidewalk, With Reinforcement				
0120	609-B001	S	40	Linear Feet	Concrete Curb, Header				
0130	614-B002	S	53	Square Yard	Concrete Driveway, With Reinforcement, 6-inch Thickness				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0140	620-A001		1	Lump Sum	Mobilization	XXXXXXX	XXX
0150	647-A005		2	Each	Pullbox, Type 2		
0160	668-A018		136	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"		
0170	907-216-B004		1,200	Square Yard	Solid Sodding, Bermuda		
0180	907-237-A003		100	Linear Feet	Wattles, 20"		
0190	907-242-PP001		1	Lump Sum	Water and Sewer Improvements, Per Plans	XXXXXXX	XXX
0200	907-258-PP001		2	Each	Handicap Parking Sign and Post, Per Plans		
0210	907-304-A004	GY	14	Cubic Yard	Granular Material, LVM, Class 6, Group C		
0220	907-403-A017	BA1	7	Ton	9.5-mm, ST, Asphalt Pavement		
0230	907-403-A018	BA1	9	Ton	12.5-mm, ST, Asphalt Pavement		
0240	907-407-A001	A2	3	Gallon	Asphalt for Tack Coat		
0250	907-625-E001		378	Linear Feet	Detail Traffic Stripe, 4" Equivalent Length		
0260	907-625-E002		60	Linear Feet	Detail Traffic Stripe, Blue-ADA		
0270	907-625-F004		40	Linear Feet	Legend, Blue-ADA		
0280	907-699-A002		1	Lump Sum	Roadway Construction Stakes	XXXXXXX	XXX

*** BID CERTIFICATION ***

TOTAL BID.....\$ _____

*** BID 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 COMPANY

BIDDER'S FEDERAL TAX ID NUMBER

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

COMBINATION BID PROPOSAL

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option ___* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

	<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1.	_____	_____	6.	_____
2.	_____	_____	7.	_____
3.	_____	_____	8.	_____
4.	_____	_____	9.	_____
5.	_____	_____	10.	_____

- A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.
- B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
5. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
6. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
7. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
8. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____	_____ _____	_____ _____	_____ _____	_____ _____	

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

_____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.

_____ I (We) desire to be awarded work not to exceed _____ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

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

CERTIFICATE

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 September 8, 2011.

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

_____ (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 _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CERTIFICATION

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

(Name of Firm, Partnership, or Corporation)

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

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

on Project No. **BWO-7079-46(003)/502689302, BWO-7149-46(001)/502689301 & LWO-7061-46(003)/502689303**,

in Marion County(ies), 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.

(5/29/2008S)

S E C T I O N 9 0 2

CONTRACT FOR BWO-7079-46(003)/502689302, BWO-7149-46(001)/502689301 & LWO-7061-46(003)/502689303

LOCATED IN THE COUNTY(IES) OF Marion

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 specifications and the special provisions, if any, 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 Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and 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 Plans, Specifications, Special Provisions, Notice(s) to Bidders 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.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of 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)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

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

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: **BWO-7079-46(003)/502689302, BWO-7149-46(001)/502689301 &**
LWO-7061-46(003)/502689303

LOCATED IN THE COUNTY(IES) OF: **Marion**

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____
(Contractor)

_____ Principal, a _____
residing at _____ in the State of _____
and _____
(Surety)

residing at _____ in the State of _____,
authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date
shown below, 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.

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 projects(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 plans, 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 Subsection 109.11 of
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 statutes 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.

(Contractors) Principal

Surety

By _____

By _____

(Signature) Attorney in Fact

Address _____

Title _____

(Contractor's Seal)

(Printed) MS Agent

(Signature) MS Agent

Address _____

(Surety Seal)

Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

as Principal, hereinafter called the Principal, and _____
Surety

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 **Building, Renovating, and Lot work of the Foxworth Project Office, known as State Project Nos. BWO-7149-46(001), BWO-7079-46(003), and LWO-7061-46(003) / 502689301, 302, & 303 in Marion County.**

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 _____, 20__

(Principal) (Seal)

(Witness) By: _____
(Name) (Title)

(Surety) (Seal)

(Witness) By: _____
(Attorney-in-Fact)

MS Agent

Mississippi Insurance ID Number