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06 -



SM No. CSP0009020671

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

06

Intersection Improvements on US 61 at the Theodore Roosevelt / Holt Collier  
Visitor Center, known as State Project No. SP-0009-02(067) / 107210301 in  
Sharkey County.

Project Completion: 06/29/2018

**(STATE DELEGATED)**

### NOTICE

**BIDDERS MUST PURCHASE A BID PROPOSAL FROM  
MDOT CONTRACT ADMINISTRATION DIVISION TO BID  
THIS PROJECT.**

Electronic addendum updates will be posted on [www.gomdot.com](http://www.gomdot.com)

# SECTION 900

## OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
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06/27/2017 02:55 PM

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, July 25, 2017, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Intersection Improvements on US 61 at the Theodore Roosevelt / Holt Collier Visitor Center, known as State Project No. SP-0009-02(067) / 107210301 in Sharkey County.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, religion or national origin in consideration for an award.

Plans and specifications are on file in the offices of the Mississippi Department of Transportation.

Bid proposals must be purchased online at <https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

Plans must be purchased online at <https://shopmdot.ms.gov>. Costs of plans will be on a per sheet basis plus a small convenience fee. If you have any questions, you can contact the MDOT Plans Print Shop at (601) 359-7460, or e-mail at [plans@mdot.state.ms.us](mailto:plans@mdot.state.ms.us). Plans will be shipped upon receipt of payment. Cash or checks will not be accepted as payment.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

MELINDA L. MCGRATH  
EXECUTIVE DIRECTOR

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 1**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Governing Specifications**

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at [shopmdot/default.aspx?StoreIndex=1](http://shopmdot/default.aspx?StoreIndex=1).

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Status of Right-of-Way**

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocations, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

**STATUS OF RIGHT-OF-WAY**

SP-0009-02(067)

107210-301000

Sharkey County

May 15, 2017

All rights of way and legal rights of entry have been acquired, **except**

See the utility status report.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
SP-0009-02(067)  
107210-301000  
Sharkey County  
March 9, 2017

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

There are no buildings in the contract to be removed.

STATUS OF POTENTIALLY CONTAMINATED SITES

SP-0009-02(067)

107210-301000

Sharkey County

March 9, 2017

This project has been inspected and there was no visible indication of potentially contaminated sites within the proposed right of way.



**Dick Hall**  
Central District Commissioner  
**J. Kevin Magee**  
District 3 Engineer

P. O. Box 630  
Yazoo City, MS 39194-0630  
Telephone (662) 746-2513  
FAX (662) 746-3672



Notice To Bidders No. 2 - ~~Michael L. McGrath~~  
Executive Director

**James A. Williams, III**  
Deputy Executive Director/Chief Engineer

**Lisa M. Hancock**  
Deputy Executive Director/Administration

GoMDOT.com

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## Memorandum

**Date:** May 9<sup>th</sup>, 2017

**To:** Right of Way Division  
Trudi Loflin

**From:** Pre-Construction Engineer District Three  
Valentino DeVellis *VD*

**Re:** Project # 107210/301000  
SP-0009-02(067)  
US 61 Turn Lane  
Sharkey County

### ENCROACHMENT CERTIFICATION

This is to certify that the above captioned project has been inspected, and no encroachments were found.

VD:vd

pc: Charlie Milner (District Three)  
Leroy Crisco (Construction Division)  
Katherine Lamey (Construction Division)  
Ann Russell (Right of Way)  
File

**Dick Hall**  
Central District Commissioner  
**J. Kevin Magee**  
District 3 Engineer  
  
P. O. Box 630  
Yazoo City, MS 39194-0630  
Telephone (662) 746-2513  
FAX (662) 746-3672

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Notice To Bidders No. 2 - ~~Central~~ **Michael L. McGrath**  
Executive Director  
**James A. Williams, III**  
Deputy Executive Director/Chief Engineer  
**Lisa M. Hancock**  
Deputy Executive Director/Administration  
  
GoMDOT.com

## Memorandum

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SP-0009-02(067)  
US 61 Turn Lane  
Sharkey County

### UTILITY STATUS REPORT

This is to certify that the above captioned project has been inspected, and there are no known utilities in conflict with the project.

Underground utilities:

**AT&T Station 300+00 to 320+00 buried line approximately 120' from center line - 3 feet deep**

**C-Spire Station 300+00 to 320+00 buried line approximately 165' from centerline - 8 feet deep**

Cross sections indicate these utilities should not interfere with construction. However the contractor should exercise caution in these areas.

VD:vd

pc: Charlie Milner (District Three)  
Ann Russell (Right of Way)  
Leroy Crisco (Construction Division)  
Katherine Lamey (Construction Division)  
File

**ROW STATUS REPORT OF AFFECTED RAILROAD FACILITIES**

**PROJECT EXTERNAL NUMBER: SP-0009-02(067)**

**PROJECT FMS NUMBER: 107210/301000**

**TERMINI: Theodore Roosevelt/Holt Collier Visitor Center**

**COUNTY: Sharkey**

**DATE: March 29, 2017**

There are no railroad facilities affected by the above referenced project.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor  
FMS Construction Project No: 107210-301000  
FMS ROW Project No: 107210-201000  
External ROW No: SP-0009-02(067)

Parcel No:  
Station No:  
Property Owner:  
Description/Pictures:

**NA**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 3**

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Final Clean-Up**

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 6**

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Storm Water Discharge Associated with Construction Activity  
(≥ 5 Acres)**

**PROJECT: SP-0009-02(067) / 107210301 – Sharkey County**

A Construction Storm Water General NPDES Permit to discharge storm water associated with construction activity is required.

The Department has acquired Certificate of Permit Coverage MSR-107379 under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Large Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Large Construction Notice of Intent (LCNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification Forms.

Failure of the bidder to execute and file the completed Prime Contractor Certification Forms shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification Forms shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms including, but not limited to, the inspection and reporting requirements. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor shall make inspections in accordance with condition No. S-5, page 23, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the inspection form is provided with the packet. The weekly inspections must be documented monthly on the Inspection and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Upon successful completion of all permanent erosion and sediment controls, accepted and documented by the full maintenance release, the Construction Division shall submit a completed Request for Termination (RFT) of Coverage to the Office of Pollution Control.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 9**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Federal Bridge Formula**

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration  
400 7<sup>th</sup> Street, SW  
Washington, DC 20590  
(202) 366-2212

or

[http://www.ops.fhwa.dot.gov/Freight/publications/brdg\\_frm\\_wgths/bridge\\_formula\\_all\\_rev.pdf](http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wgths/bridge_formula_all_rev.pdf)

An on line **BRIDGE FORMULA WEIGHTS CALCULATOR** is available at

[http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc\\_page.htm](http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 11

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

**THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:**

- **THE AREA HAS BEEN SEEDED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS,OR**
- **A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR**
- **THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.**

**DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.**

**Clearing and Grubbing:** Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

**Unclassified Excavation:** Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily seeded until additional material is made available to complete these sections. All unclassified excavation on the project will still be required to be moved prior to incorporating any borrow excavation on the project. The contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 12**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: MASH Compliant Devices**

Bidders are hereby advised that the Standard Specifications may require certain traffic control and permanent safety hardware devices to meet the requirements of the Manual for Assessing Safety Hardware (MASH). However, devices meeting the requirements of NCHRP Report 350 will be allowed until the mandatory effective date for MASH compliance. The following table shows the effective dates for MASH compliant devices.

<b>Device</b>	<b>Effective Date for MASH Compliance</b>
W-beam barriers, cast-in-place concrete barriers	December 31, 2017
W-beam terminals	June 30, 2018
Cable barriers, cable barrier terminals, crash cushions	December 31, 2018
Bridge rails, transitions, all other longitudinal barriers including portable barriers installed permanently, all other terminals, sign supports, all other breakaway hardware	December 31, 2019

Temporary work zone devices, including portable barriers manufactured after December 31, 2019, must have been successfully tested to the 2016 Edition of MASH. Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 Edition of MASH may continue to be used throughout their normal service lives.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 113**

**CODE: (SP)**

**DATE: 04/18/2017**

**SUBJECT: Tack Coat**

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 178**

**CODE: (SP)**

**DATE: 6/02/2017**

**SUBJECT: Contract Time**

**PROJECT: SP-0009-02(067) / 107210301 – Sharkey County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **June 29, 2018** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than **August 8, 2017** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **October 9, 2017**.

Should the Contractor request a Notice to Proceed earlier than **October 9, 2017** and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 179

DATE: 5/26/2017

SUBJECT: Specialty Items

PROJECT: SP-0009-02(067)/107210301 - SHARKEY

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

### CATEGORY: CURBING, SIDEWALKS, GUTTERS

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Line No	Pay Item	Description
0380	609-D004	Combination Concrete Curb and Gutter Type 2 Modified

### CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEA

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Line No	Pay Item	Description
0040	202-B240	Removal of Traffic Stripe

### CATEGORY: EROSION CONTROL

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Line No	Pay Item	Description
0080	213-C001	Superphosphate
0090	216-A001	Solid Sodding
0100	217-A001	Ditch Liner
0110	219-A001	Watering
0120	221-A001	Concrete Paved Ditch
0130	225-A001	Grassing
0140	225-B001	Agricultural Limestone
0150	225-C001	Mulch, Vegetative Mulch
0160	226-A001	Temporary Grassing
0170	229-A001	Erosion Mat
0180	234-C001	Super Silt Fence
0190	235-A001	Temporary Erosion Checks
0200	237-A002	Wattles, 20"
0210	245-A001	Silt Dike
0220	246-B001	Rockbags
0230	249-A001	Riprap for Erosion Control

### CATEGORY: PAVEMENT STRIPING AND MARKING

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Line No	Pay Item	Description
0540	626-C001	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0550	626-E002	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0560	626-G004	Thermoplastic Double Drop Detail Stripe, White
0570	626-G005	Thermoplastic Double Drop Detail Stripe, Yellow

CATEGORY: PAVEMENT STRIPING AND MARKING

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Line No	Pay Item	Description
0580	626-H001	Thermoplastic Double Drop Legend, White
0590	626-H002	Thermoplastic Double Drop Legend, White
0600	627-K001	Red-Clear Reflective High Performance Raised Markers
0610	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: SURVEY AND STAKING

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Line No	Pay Item	Description
0680	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

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Line No	Pay Item	Description
0620	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0630	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0640	630-C003	Steel U-Section Posts, 3.0 lb/ft
0650	630-E004	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
0660	630-K001	Welded & Seamless Steel Pipe Posts, 3 1/2"
0670	630-K003	Welded & Seamless Steel Pipe Posts, 4"

CATEGORY: TRAFFIC CONTROL - TEMPORARY

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Line No	Pay Item	Description
0430	619-A1002	Temporary Traffic Stripe, Continuous White
0440	619-A2003	Temporary Traffic Stripe, Continuous Yellow, Paint
0450	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0460	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0470	619-F1001	Concrete Median Barrier, Precast
0480	619-F2001	Remove and Reset Concrete Median Barrier, Precast
0490	619-G4001	Barricades, Type III, Double Faced
0500	619-G5001	Free Standing Plastic Drums
0510	619-G7001	Warning Lights, Type "B"
0520	619-J1002	Impact Attenuator, 45 MPH
0530	619-J2002	Impact Attenuator, 45 MPH, Replacement Package

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-103-1**

**CODE: (SP)**

**DATE: 05/02/2017**

**SUBJECT: Award and Execution of Contract**

Section 103, Award and Execution of Contract, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-103.01--Consideration of Proposal.**

Delete the fourth and fifth sentences of the third paragraph of Subsection 103.01 on page 19, and substitute the following.

Should the attachment not accompany the bid when submitted, the Contractor shall have 10 days following the opening of the bids to furnish the required information to the Contract Administration Director for attachment to the bid. Failure to provide the attachment within 10 days will result in the nonresident Contractor's bid being rejected and not considered for award. As used herein, the term "resident Contractor" includes a nonresident person, firm or corporation that has been qualified to do business in this State and has maintained a permanent full-time office in the State of Mississippi for two years prior to the submission of the bid, and the subsidiaries and affiliates of such a person, firm or corporation.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-107-1**

**CODE: (SP)**

**DATE: 06/13/2017**

**SUBJECT: Contractor's Erosion Control Plan**

Section 107, Legal Relations and Responsibility to Public, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-107.22.1--Contractor's Erosion Control Plan (ECP)**. Delete the example Narrative in Subsection 107.22.1 on page 65, and substitute the following.





# SECTION 905 - PROPOSAL

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.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

**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) shall submit electronically with our proposal or deliver prior to the bid opening time 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 digital signature and electronic submission via Bid Express 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.

Intersection Improvements on US 61 at the Theodore Roosevelt / Holt Collier Visitor Center, known as State Project No. SP-0009-02(067) / 107210301 in Sharkey County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
<b>Roadway Items</b>					
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	201-C002		1	Acre	Random Clearing and Grubbing
0030	202-B007		2,208	Square Yard	Removal of Asphalt Pavement, All Depths
0040	202-B240		3,040	Linear Feet	Removal of Traffic Stripe
0050	203-EX020	(E)	10,142	Cubic Yard	Borrow Excavation, AH, FME, Class B9
0060	206-A001	(S)	63	Cubic Yard	Structure Excavation
0070	209-A005		8,723	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0080	213-C001		3	Ton	Superphosphate
0090	216-A001		362	Square Yard	Solid Sodding
0100	217-A001		19,836	Square Yard	Ditch Liner
0110	219-A001		8	Thousand Gallon	Watering (\$20.00)
0120	221-A001	(S)	2	Cubic Yard	Concrete Paved Ditch
0130	225-A001		5	Acre	Grassing
0140	225-B001		13	Ton	Agricultural Limestone
0150	225-C001		9	Ton	Mulch, Vegetative Mulch
0160	226-A001		5	Acre	Temporary Grassing
0170	229-A001		89	Square Yard	Erosion Mat
0180	234-C001		3,850	Linear Feet	Super Silt Fence
0190	235-A001		1,150	Each	Temporary Erosion Checks
0200	237-A002		200	Linear Feet	Wattles, 20"
0210	245-A001		60	Linear Feet	Silt Dike
0220	246-B001		60	Each	Rockbags
0230	249-A001		25	Ton	Riprap for Erosion Control
0240	304-B004	(GT)	3,050	Ton	Granular Material, Class 5, Group D
0250	403-A002	(BA1)	562	Ton	12.5-mm, MT, Asphalt Pavement
0260	403-A005	(BA1)	842	Ton	19-mm, MT, Asphalt Pavement
0270	403-A006	(BA1)	842	Ton	19-mm, ST, Asphalt Pavement
0280	403-A014	(BA1)	1,003	Ton	9.5-mm, MT, Asphalt Pavement
0290	406-A002		1,049	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0300	407-A001	(A2)	1,120	Gallon	Asphalt for Tack Coat
0310	413-E001		1,640	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
0320	503-C010		3,500	Linear Feet	Saw Cut, Full Depth
0330	601-B001	(S)	8	Cubic Yard	Class "B" Structural Concrete, Minor Structures
0340	602-A001	(S)	877	Pounds	Reinforcing Steel

Line no.	Item Code	Adj Code	Quantity	Units	Description Fixed Unit Price
0350	603-CA040	(S)	120	Linear Feet	30" Reinforced Concrete Pipe, Class III
0360	603-CB005	(S)	2	Each	30" Reinforced Concrete End Section
0370	603-PA008	(S)	22	Linear Feet	4' x 4' Precast Concrete Box Culvert
0380	609-D004	(S)	544	Linear Feet	Combination Concrete Curb and Gutter Type 2 Modified
0390	616-A001	(S)	28	Square Yard	Concrete Median and/or Island Pavement, 10-inch
0400	616-A004	(S)	93	Square Yard	Concrete Median and/or Island Pavement, 4-inch
0410	618-A001		1	Lump Sum	Maintenance of Traffic
0420	618-B001		1	Square Feet	Additional Construction Signs (\$10.00)
0430	619-A1002		7,637	Linear Feet	Temporary Traffic Stripe, Continuous White
0440	619-A2003		7,579	Linear Feet	Temporary Traffic Stripe, Continuous Yellow, Paint
0450	619-D1001		55	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0460	619-D2001		214	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0470	619-F1001		1,800	Linear Feet	Concrete Median Barrier, Precast
0480	619-F2001		1,800	Linear Feet	Remove and Reset Concrete Median Barrier, Precast
0490	619-G4001		114	Linear Feet	Barricades, Type III, Double Faced
0500	619-G5001		100	Each	Free Standing Plastic Drums
0510	619-G7001		4	Each	Warning Lights, Type "B"
0520	619-J1002		6	Each	Impact Attenuator, 45 MPH
0530	619-J2002		6	Each	Impact Attenuator, 45 MPH, Replacement Package
0540	620-A001		1	Lump Sum	Mobilization
0550	626-C001		1,849	Linear Feet	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0560	626-E002		1,674	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0570	626-G004		4,280	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0580	626-G005		5,618	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0590	626-H001		191	Square Feet	Thermoplastic Double Drop Legend, White
0600	626-H002		74	Linear Feet	Thermoplastic Double Drop Legend, White
0610	627-K001		77	Each	Red-Clear Reflective High Performance Raised Markers
0620	627-L001		641	Each	Two-Way Yellow Reflective High Performance Raised Markers
0630	630-A001		5	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0640	630-A003		49	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0650	630-C003		42	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
0660	630-E004		45	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
0670	630-K001		11	Linear Feet	Welded & Seamless Steel Pipe Posts, 3 1/2"
0680	630-K003		15	Linear Feet	Welded & Seamless Steel Pipe Posts, 4"
0690	699-A001		1	Lump Sum	Roadway Construction Stakes
<b>ALTERNATE GROUP AA NUMBER 1</b>					
0700	304-F001	(GT)	3,200	Ton	3/4" and Down Crushed Stone Base

Line no.	Item Code	Adj Code	Quantity	Units	Description	Fixed Unit Price
<b>ALTERNATE GROUP AA NUMBER 2</b>						
0710	304-F002	(GT)	3,200	Ton	Size 610 Crushed Stone Base	
<b>ALTERNATE GROUP AA NUMBER 3</b>						
0720	304-F003	(GT)	3,200	Ton	Size 825B Crushed Stone Base	

For Informational Purposes Only

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.

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) agree to complete each contract on or before its specified completion date.

\*\*\*\*\*

**COMBINATION BID PROPOSAL**

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 Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

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.					

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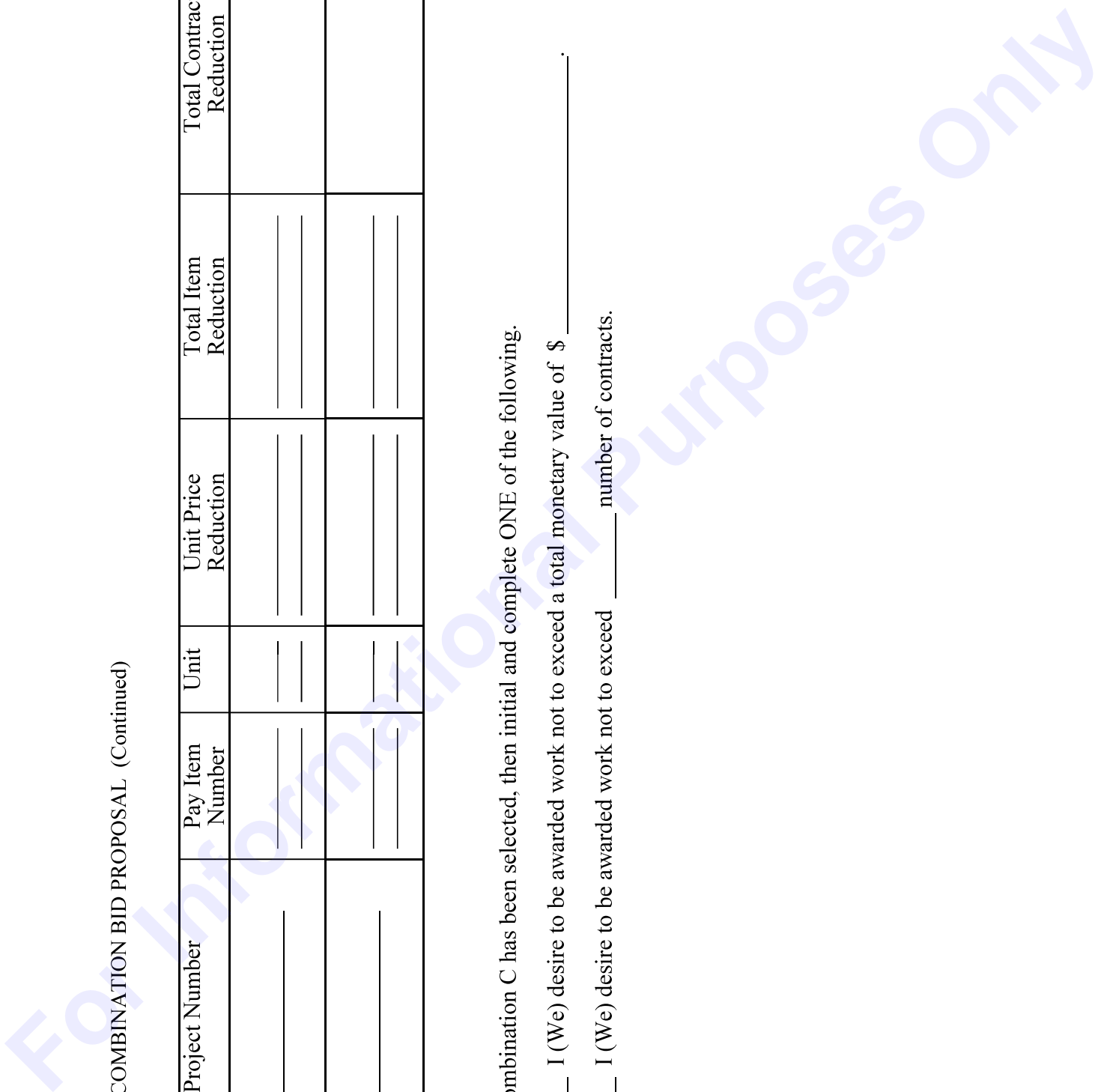
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

(c) If Combination C has been selected, then initial and complete ONE of the following.

\_\_\_\_\_ 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.





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 September 8, 2011.

Contractor \_\_\_\_\_

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATION**

I, \_\_\_\_\_,  
(Name of person signing bid)

individually, and in my capacity as \_\_\_\_\_ of  
(Title of person signing bid)

\_\_\_\_\_  
(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. **SP-0009-02(067)/ 107210301000**

in Sharkey 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.

Do exceptions exist and are made a part thereof?      Yes / No

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 is true and correct.

(1/2016 S)

SECTION 902

CONTRACT FOR SP-0009-02(067)/ 107210301000

LOCATED IN THE COUNTY(IES) OF Sharkey

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. \_\_\_\_\_.

**SECTION 903**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR: SP-0009-02(067)/ 107210301000

LOCATED IN THE COUNTY(IES) OF: Sharkey

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 **Intersection Improvements on US 61 at the Theodore Roosevelt / Holt Collier Visitor Center, known as State Project No. SP-0009-02(067) / 107210301 in Sharkey 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\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

By: \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(MS Agent)

\_\_\_\_\_  
Mississippi Insurance ID Number