



**Certificate of Responsibility: 13715-MC**

**Federal TIN: 41-2037763**

**State Tax ID: 34-16926-8**

**R & J Construction, Inc.**

**P.O. Box 6**

**Laurel, Mississippi 39441**

# **BID PROPOSAL**

**LSBP-43(50)**

**Brignall Road NE**

**Lincoln County, Mississippi**

**Grade, Drain, & Temp. Gravel Surface**

**September 16, 2022**



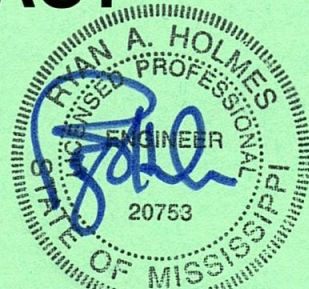
# Office of State Aid Road Construction

Jackson, Mississippi  
and  
Board of Supervisors

LINCOLN County

## PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF



State Aid Project No.

*'Strike out if no Federal Funds Involved'*

LSBP-43(50) 06/07/2022

Being a Section of County Road

BRIGNALL ROAD NE

On Route No. \_\_\_\_\_

In LINCOLN

County

MISSISSIPPI

Type of Construction GRADE, DRAIN, & TEMP. GRAVEL SURFACE

Net Length 0.036 Miles

Gross Length 0.036 Miles Contract Time 75 Working Days

By \_\_\_\_\_

Address \_\_\_\_\_

Surety \_\_\_\_\_

### Note

Standard Specifications for State Aid Road and Bridge Construction currently approved by the Office of State Aid Road Construction and the Federal Highway Administration are made a part hereof fully and completely as if attached hereto, except where superseded by the Special Provisions, or amended by revisions.



August 24, 2022

**ADDENDUM NO. 1**

**PROJECT**

LSBP-43(50)  
Brignal Road NE  
Lincoln County, MS

**OWNER**

Lincoln County Board of Supervisors  
P.O. Box 555  
Brookhaven, MS 39602

**ENGINEER**

Dungan Engineering, P.A.  
120 E. Chickasaw Street  
Brookhaven, MS 39601

The following revisions and/or additions are to become a part of the Contract Documents of the above referenced project. Acknowledge receipt of this addendum by inserting its number and date on the agreement form and email the engineer at [tthompson@dunganeng.com](mailto:tthompson@dunganeng.com) an acknowledgment of receipt. Contractors are responsible for bringing this addendum to the attention of all their sub-contractors and material suppliers.

**ITEM 1:** Insert into the contract documents.

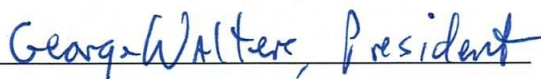
- Section 902 Proposal.

**This Addendum Shall be attached to inside cover of Document Book and become a part of the Contract Documents.**

**END OF ADDENDUM NO. 1**

ACKNOWLEDGED BY:

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
George Walter, President

**SERVICE. STRENGTH. SOLUTIONS.**

120 E. Chickasaw Street | Brookhaven, MS 39601  
P (601) 823-7026 | F (601) 835-1618

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(09/11/2020)

LOCAL SYSTEM BRIDGE PROJECT NO. LSBP-43(50)  
LINCOLN COUNTY

MISSISSIPPI STANDARD SPECIFICATION FOR STATE AID ROAD AND BRIDGE  
CONSTRUCTION, 2004 EDITION  
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Section 902	Proposal
Section 903(Rev. 03-11-2010)	Contract
Section 904(Rev. 03-11-2010)	Contract Bond



## BIDDER CHECKLIST FOR STATE FUNDED PROJECTS

(ITEMS REQUIRING COMPLETION AND/OR SIGNATURE AT BID LETTING)

This checklist is to assist the contractor in the submission of a complete Bid Proposal. This checklist in no way relieves the contractor of the responsibility to submit a complete Proposal. Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

### If Submitting a Paper Bid

- ☐ Envelope has required information on outside and is sealed. (See Subsection S-102.01 and S-102.09)
- ☐ Bid Proposal submitted containing entire proposal document bound and in order received.
- ☐ Affidavit regarding Non-Collusion, Debarment and Suspension, etc. executed (signed and notarized) in duplicate.
- ☐ EEV Certification
- ☐ Section 902 Proposal - Complete the following
  - ☐ Bid sheets : unit prices and item totals, subtotals and project totals, etc. entered.
  - ☐ Combination Bid Proposal of Section 902, where applicable: completed and signed for each project which is to be considered in combination. (See Subsection S-102.11)
  - ☐ Section 902 Proposal, page 3: completed and signed.
- ☐ Proposal Guaranty (Bid Bond) : attached. (See Subsection S-103.05)
- ☐ Any issued addenda included and acknowledged as required.
- ☐ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled have been included. (See Subsection S-103.01)

**DO NOT REMOVE** any part of the contract documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.

### If Submitting a Bid Electronically

- ☐ Include a cover sheet as the first page of the .pdf document containing the same information required on the outside of the envelope for a paper bid submission. (See Subsection S-102.01 and S-102.09)
- ☐ Bid Proposal submitted as a .pdf document containing entire proposal document as received (in order received) including front cover.
- ☐ Affidavit regarding Non-Collusion, Debarment and Suspension, etc. executed (signed and notarized) in duplicate.
- ☐ EEV Certification
- ☐ Section 902 Proposal - Complete the following
  - ☐ Bid sheets : unit prices and item totals, subtotals and project totals, etc. entered.
  - ☐ Combination Bid Proposal of Section 902, where applicable: completed and signed for each project which is to be considered in combination. (See Subsection S-102.11)
  - ☐ Section 902 Proposal, page 3: completed and signed.
- ☐ Proposal Guaranty (Bid Bond) : attached. (See Subsection S-103.05)
- ☐ Any issued addenda included and acknowledged as required.
- ☐ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled have been included. (See Subsection S-103.01)

**INCLUDE ALL PARTS** of the contract documents. A stripped proposal is considered as an irregular bid and will be cause for rejection.

*Revised December 20, 2018*

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
AND  
LINCOLN COUNTY BOARD OF SUPERVISORS

SECTION 900

NOTICE TO CONTRACTORS:

Sealed bids will be received by the Board of Supervisors of Lincoln County, Mississippi at the Lincoln County Courthouse, Brookhaven, Mississippi, until 10:00 am on the 16th day of September, 2022 and shortly thereafter publicly opened for the construction of 0.036 miles of GRADE, DRAIN, & TEMP. GRAVEL SURFACE on the BRIGNALL ROAD NE being known as Project No. LSBP-43(50) in Lincoln County, Mississippi.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

ITEM	QUANTITY	UNIT
<u>ROADWAY ITEMS:</u>		
MOBILIZATION	LUMP SUM	LS
CLEARING AND GRUBBING	LUMP SUM	LS
REMOVAL OF BRIDGE @ STATION 11+61.14	1.000	UN
REMOVAL OF PIPE (ALL SIZES)	22.000	LF
UNCLASSIFIED EXCAVATION (FM)	350.000	CY
BORROW EXCAVATION (CONTRACTOR FURNISHED, LVM, CLASS 7)	270.000	CY
STRUCTURE EXCAVATION	280.000	CY
TEMPORARY STREAM DIVERSION	1.000	EA
GRANULAR MATERIAL (LVM), (CLASS 4, GROUP B)	185.000	CY
SIZE (II) STABILIZER AGGREGATE, COARSE	200.000	CY
CLASS "B" STRUCTURAL CONCRETE	55.680	CY
REINFORCING STEEL	1,760.000	LB
18" REINFORCED CONCRETE PIPE, CLASS III	32.000	LF
88" X 54" REINFORCED CONCRETE ARCH PIPE, CLASS III	120.000	LF
RIGHT-OF-WAY MARKERS (TYPE II)	6.000	EA
MAINTENANCE OF TRAFFIC	LUMP SUM	LS
ADDITIONAL CONSTRUCTION SIGNS	0.000	SF
REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4.000	EA
<u>EROSION CONTROL ITEMS:</u>		
COMMERCIAL FERTILIZER (13-13-13)	0.400	TON
SEEDING	0.400	AC
VEGETATIVE MATERIALS FOR MULCH	1.200	TON
SOLID SODDING	1,300.000	SY
EROSION MAT	132.000	SY



SECTION 900  
PROJECT NO. LSBP-43(50)  
LINCOLN COUNTY

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TEMPORARY SILT FENCE	570.000	LF
(TYPE II) (AOS 0.15-0.84)		
WATTLES, 20 INCH	100.000	LF
LOOSE RIPRAP, 300 LB.	200.000	TON
GEOTEXTILE UNDER LOOSE RIPRAP,	110.000	SY
TYPE V, AOS 0.21-0.43		

NOTICE TO CONTRACTORS:

CONTRACT TIME: 75 Working

Days BASIS OF AWARD

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise 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, or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Lincoln County, the LSBP Engineer's office, Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi or Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS may be secured from Ryan Holmes, LSBP Engineer for Lincoln County, Mississippi, 120 E. Chickasaw Street, Brookhaven. The Cost is dollars (\$50.00) for plans and dollars (\$50.00) for the proposal, non-refundable

Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Certified check or bid bond for five percent (5%) of the total bid, made payable to Lincoln County and the State of Mississippi must accompany each proposal.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Doug Falvey, President  
Lincoln County Board of  
Supervisors

Publish on:

August 17, 2022

August 24, 2022



## SPECIAL NOTICE TO BIDDERS

### CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract, and shall be make a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under the following Federal regulations:

1. (a) Occupational Safety and Health Standards, Department of Labor,  
Occupational Safety and Health Administration, Federal Register of October 18,  
1972, pages 22102 to 22356.  
(b) General Industry Guide for Applying Safety and Health Standards, OSHA  
Publication No. 2072, U. S. Department of Labor, Occupational Safety and Health  
Administration.
2. Safety and Health Regulations for Construction, Department of Labor,  
Occupational Safety and Health Administration, Federal Register of December 16,  
1972, pages 27503 to 27600.
3. Safety and Health Standards for Maritime Employment, Department of Labor,  
Occupational Safety and Health Administration, Federal Register of October 19,  
1972, pages 22458 to 22564.

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 1

DATE: July 1, 2005

SUBJECT: BIDDING REQUIREMENTS AND CONDITIONS

REFERENCE: Section S-102.02 of 2004 Edition of the Standard  
Specifications for Road and Bridge Construction

NOTICE TO BIDDERS  
(ALL PROJECTS)

The current (2004) Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction adopted by this Office on July 1, 2005, and approved by the Federal Highway Administration on July 1, 2005 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 herein. Copies of the specification book may be purchased from the Office of State Aid Road Construction.

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 inadvertently contain references to the 1982 or 1989 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

NOTICE TO BIDDERS  
(FEDERAL AID PROJECTS)

The Contractor and sub-contractors shall submit one copy each of FORMS CAD-880, "Weekly Summary of Wage Rates" and CAD-881, "Weekly Statement of Compliance" each week to the State Aid Engineer and to the County Engineer. The Contractor and sub-contractors may at their discretion, submit two (2) copies of each form to the County Engineer, who in turn, shall forward one copy to State Aid. The forms may be obtained from:

Office Supervisor  
Office of State Aid Road Construction  
P.O. Box 1850  
Jackson, Mississippi 39215-1850



**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 2

DATE: July 1, 2004

SUBJECT: HIGH VOLTAGE OVERHEAD LINES

**NOTICE OF WORK TO BE PERFORMED  
IN PROXIMITY OF HIGH VOLTAGE POWER LINES**

In accordance with Section 45-15-1, et seq., Mississippi Code of 1972 (as amended effective July 1, 1988), \_\_\_\_\_ (herein after referred to as "Applicant") (Supervisor in Charge: \_\_\_\_\_), whose address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, hereby gives notice to the electric utility (hereinafter referred to as "Utility") that Applicant will be performing functions or activities at the location of \_\_\_\_\_ and that the estimated starting date of this work is \_\_\_\_\_. This work could reasonably be expected to cause persons, equipment or parts of tools or materials to be brought within ten (10) feet of Utility's high voltage lines at the proposed work area. Applicant hereby requests the Utility to confer with Applicant or his representative at the work site to ascertain the type of work activity that will take place and if further safety measures need to be taken by either the Applicant or the Utility. The Utility will give the Applicant a written cost estimate for safety arrangements to deter contact with on-site power lines. Applicant agrees not to perform such functions or activities until mutually satisfactory arrangements as provided by Section 45-15-9 have been made to deter contact with Utility's line.

Nothing contained in this Notice shall diminish or affect the obligation imposed upon the Utility under Section 45-15-1, et seq., or under existing laws or be construed as a waiver of the Applicant's or the Utility's rights under the law.

NOTICE GIVEN THIS, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
APPLICANT

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Notice received by the Utility this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 3

DATE: JUNE 06, 2022

SUBJECT: SPECIALTY ITEMS

PROJECT: LSBP-43(50) COUNTY: LINCOLN

Pursuant to the provisions of Section S-108 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, the following work items are hereby designated as "Specialty Items" for this contract.

<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>
<u>S-617-A</u>	<u>Right-of-Way Markers (Type II)</u>
<u>S-618-A</u>	<u>Maintenance of Traffic</u>
<u>S-618-B</u>	<u>Additional Construction Signs</u>
<u>S-212-B</u>	<u>Commercial Fertilizer (13:13:13)</u>
<u>S-214-A</u>	<u>Seeding</u>
<u>S-215-A</u>	<u>Vegetative Materials for Mulch</u>
<u>S-226-A</u>	<u>Solid Sodding</u>
<u>229-A</u>	<u>Erosion Mat</u>
<u>S-233-A</u>	<u>Temporary Silt Fence (Type II) (AOS 0.15-0.84)</u>
<u>237-A</u>	<u>Wattles, 20 Inch</u>
<u>S-815-A</u>	<u>Loose Riprap, 300 Lb.</u>
<u>S-815-E</u>	<u>Geotextile under Loose Riprap, Type V AOS 0.21-0.43</u>

(7-01-2004)



**DIVISION OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 5 – LSBP-43(50)

DATE: JUNE 06, 2022

SUBJECT: **STATUS OF UTILITY ADJUSTMENT AND RIGHT-OF-WAY  
ACQUISITION**

I All known utilities within the construction limits of this project are shown on the plans.  
The owners and addresses of these utilities are as follows:

- A. CITY OF BROOKHAVEN - (601) 833-7721  
301 S. FIRST STREET, BROOKHAVEN, MS 396601
- B. ENTERGY - (800) 368-3749  
510 US HWY 51, BROOKHAVEN, MS 39601
- C. CENTERPOINT ENTERGY - (800) 876-5789  
276 COMMERCE PARK DR., RIDGELAND, MS 39157
- D. AT&T - (601) 823-0801  
512 BROOKMAN DRIVE, BROOKHAVEN, MS 39601
- E. SPARKLIGHT - (601) 684-6881  
230 5TH AVE., McCOMB, MS 39684

2. The Status of the adjustment of each of the utilities is as follows:  
The utility companies have agreed to move utilities as needed.

Subsection S-105.06 of the 2004 edition of the Standard Specifications provide for cooperation between the Contractor and Owner of utilities. All utility agreements are available for inspection by the Contractor in the Chancery Clerk's office. Additional assistance may be obtained from associate members, by contacting the following:

**MISSISSIPPI ONE-CALL CENTER  
BEFORE YOU DIG CALL:  
MS 1-800-227-6477 JACKSON 362-4374  
OUT-OF-STATE 1 800-445-1988**

II. Lincoln County has certified to the Office of State Aid Road Construction that it has title to all Rights-of-Way within the limits shown on the plans for this project.

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 7

DATE: July 1, 2004

SUBJECT: PAYMENTS TO SUBCONTRACTORS

Bidders are hereby advised that each month, the Contractor will submit to the County/LSBP Engineer form OCR-484-SA certifying payments to all subcontractors. Form OCR-484-SA can be obtained from the Office Of State Aid Road Construction, MDOT Lab Building, 412 Woodrow Wilson Avenue, Jackson, MS, or on the State Aid website (<http://www.osarc.state.ms.us>) under Documents->Forms->State Aid Forms.



1. CONTRACTOR MUST SUBMIT THIS REPORT EACH MONTH TO THE COUNTY ENGINEER.
2. IF NO PAYMENTS ARE MADE THIS PERIOD, SUBMIT A NEGATIVE OR NO CHANGE REPORT TO THE COUNTY ENGINEER.
3. THE COUNTY ENGINEER WILL ATTACH THE OCR-484-SA TO THE MONTHLY ESTIMATE BEFORE SUBMITTING THE ESTIMATE TO THE OFFICE OF STATE AID ROAD CONSTRUCTION.
4. PROGRESS ESTIMATES MAY BE WITHHELD IF CONTRACTOR FAILS TO SUBMIT OCR-484-SA.

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 8

DATE: April 07, 2022

**SUBJECT: Errata and Modifications to the 2004 Edition of the Standard Specifications for State Aid Road and Bridge Construction**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
1-21	S-103.02	In the third line of the last paragraph, change "contracts in the same" to "contracts, financed wholly with State funds, in the same".
1-42	S-105.17	In line (b) of the third paragraph, add "claim." at the end of the sentence.
1-47	S-106.04	In the next to last paragraph, change "TMD-22-0100-000" to "TMD-22-01-00-000" and change "TMD-21-0100-000" to "TMD-21-01-00-000".
1-84	S-109.06.2	In the eleventh line of the second paragraph, change "of material invoices" to "of paid material invoices".
1-85	S-109.08	Replace 4 <sup>th</sup> paragraph in it's entirety with "The established base prices for bituminous products and fuels shall be the prices for the month prior to the month of the bid date and are available on the State Aid Website."
1-87	S-109.08	On page 1-87, insert the following after item (A6) and before the paragraph in the middle of the page:  "(A7) Asphalt for Fog Seal Mixture -- One half pay quantity in gallons."
1-87	S-109.08	Delete the last paragraph on the page in toto.
1-88	S-109.08	Under ADJUSTMENTS, change paragraph 5 to read as follows:  No adjustment will be made for items of work accomplished after the expiration of Contract Time except for cases involving natural or manmade disasters or other reasons not inherent to the construction industry. The contractor will submit documentation for the adjustment to the Engineer for approval/disapproval. If approved, the Engineer will prepare a supplemental agreement explaining the adjustment and submit the proper number of copies of the agreement to the Board of Supervisors for their consideration and action. If approved by the Board, all copies will be forwarded to the State Aid Engineer for concurrence. Upon concurrence, the State Aid Engineer will, if necessary, forward the agreement to any other involved parties for their action. A copy of the approved agreement will be furnished to all parties by the State Aid Engineer.
2-7	S-202.07	In the first sentence of the first paragraph, change "S-202" To "S-202-A". In the first sentence of the second paragraph, delete "S-202-A".



<u>Page</u>	<u>Subsection</u>	<u>Change</u>
3-7	S-304.10	Change <u>S-304-D</u> : from "Crushed Stone" to "Crushed Stone _____" (Size)
3-30	S-308.15	In the third pay item, change "per square yard**" to "per square yard". In the fourth pay item, change " <u>S-308-B-1</u> " to " <u>S-308-B-2</u> ".
4-8	S-401.02.4	At the end of the third sentence, delete the "." and add "and as a base course."
4-8	S-401.02.4	In the table at the end of the Subsection, for the 19 mm, change "2 ¼" to "2 ½" in the Minimum and change "3" to "3 ½" in the Maximum; for the 12.5 mm, change "2" to "2 ½" in the Maximum; for the 9.5 mm, change "1 ½" to "2" in the Maximum; and for the 4.75 mm, change "¾" to "1 ¼" in the Maximum.
4-23	S-401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
4-32	S-403.03.3	In the first sentence of the second paragraph, change "acceptance and pavement" to "acceptance and payment".
4-45	S-409.02.2	Change "PG 64-22" to "PG 67-22".
6-2	S-601.06	In the first sentence, change "S-804.03" to "S-804.03.5".
6-7	S-602.05	Change the subsection reference for Bending from "S-805.05" to "S-805.03.2".
6-9	S-603.02	Change the subsection reference for Joint Mortar from "707.02" to "714.11".
6-15	S-603.09	After second sentence, add "All lift holes shall be filled and/or sealed to the satisfaction of the Engineer."
6-78	S-620.06	Change the first sentence of the second paragraph, from "Legend will be measured by the square foot.", to "Legend will be measured by the linear foot or square foot, as applicable."
6-78	S-620.07	In the sixth pay item, change "S-620-E-1" to "S-620-E-2".
7-17	S-702.12	In TABLE I, under the heading of Test, in the second line change "140°F, poises" to "275°F, C <sub>s</sub> ".
7-20	S-703.02.1	In line (1) of the first paragraph, change "set-out" to "set out".
7-25	S-703.04.2	In the fifth paragraph, delete "S-703.04.3 and".
7-52	S-708.02.1.2	In the first sentence change "20 percent" to "25%".
7-104	S-714.13.1	Delete the fourth paragraph.
7-154	S-721.02.3.7	Delete Subsection S-721.02.3.7--Ground Plates in toto.
8-37	S-803.03.2.6	In the first sentence of the second paragraph, change "S-803.03.1.5.1" to "S-803.03.2.5".
8-45	S-803.04.1	Delete the second paragraph and replace with the following:

Test piles which require extensions or building up will not be measured for additional

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
		payment. Splices required for the extensions will not be measured for payment. No measurement for payment will be made for cut-off of a test pile.
8-50	S-803	Under <u>COMPENSATION</u> , In the seventh pay item, change " <u>S-803-G</u> : Blank " to " <u>S-803-G</u> : Concrete Piling Cut-off, <u>Size</u> - per each "
8-60	S-804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
8-64	S-804.02.13	In the second line of paragraph (c), place a period after psi and delete "provided both the QC and QA test results are equal to or exceed the minimum compressive strength requirements."
8-66	S-804.02.13.1.3	In the last sentence change, "S-804.02.13.1" to "S-804.02.12".
8-67	S-804.02.13.1.5	Change the equation for % Reduction to:
		$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$
8-91	S-804-03.19.7.1	Change " <u>Belt finish.</u> " To " <u>Belt or Broom finish.</u> "
8-121	S-806.04	In the first sentence of the third paragraph, change "by the unit (one unit consists of one wing on each side and end of the abutment cap)" to "per each".
8-121	S-806.08	Change " <u>S-806.08--Basis of Payment.</u> " to " <u>S-806.05--Basis of Payment.</u> "
8-122	S-806.08	In the first pay item, change " ' Interior" to "___' Interior".
8-122	S-806.08	On pay item S-806-H, add "or Steel Posts"



**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 10

DATE: July 1, 2005

SUBJECT: MONTHLY ESTIMATE RETAINAGE

The monthly retainage for this project shall be two and one half (2-1/2) percent (%) subject to the provisions found in Subsection **S-109.06.3--Retainage** on page 1-84 of the 2004 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**NOTICE TO BIDDERS NO. 11**

**DATE:**                    **November 19, 2009**

**SUBJECT:**                **CERTIFICATION OF 100 % PAYMENT TO SUBCONTRACTORS**

Bidders are hereby advised that within thirty (30) days of any Subcontractor completing 100% of any subcontracted work, the Prime Contractor shall make full payment to the Subcontractor (including retainage), complete the following certification, attach it to form OCR-484-S or OCR-484-SA, as applicable, and submit it to the County/LSBP Engineer. Retainage on the subcontract will then be released to the Prime Contractor on a subsequent estimate.

**CERTIFICATION OF 100% OF PAYMENT TO SUBCONTRACTOR**

Date: \_\_\_\_\_

Project No.: \_\_\_\_\_

County: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

I, \_\_\_\_\_, hereby certify  
(Printed or typed name of Subcontractor)

that I have been paid 100% (including retainage) of the amount of work subcontracted on the above mentioned project in the amount of \_\_\_\_\_ and that I was paid within thirty (30) Days of when I completed said work.

\_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Signature of Prime Contractor)

**Falsification of this Certification is subject to prosecution.**



**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 16

DATE: November 3, 2008

**SUBJECT: Safety Apparel**

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that **“ All workers within the right of way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel”**. High-visibility safety apparel is defined in the CFR as **“personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear”**. All workers on County right-of-way shall comply with the Federal Regulation. Workers are defined by the CFR as **“people on foot whose duties place them within the right-of-way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway”**.

You can access this final rule at the following link:

<http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf>

Supplemental Specification  
**901-S-102-1**  
Bidding Requirements and  
Conditions

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**DATE:** March 11, 2010

**SUBJECT:** Bid Bond Agent

Delete the first sentence of the second paragraph of S-102.08 on page 1-19, and substitute the following:

If a bid bond is offered as guaranty, the bond must be on a form approved by the State Aid Engineer, made by a Surety, and must be acceptable to the Board and the State Aid Engineer and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the bidder.

Supplemental Specification  
**901-S-103-1**  
Award and Execution of  
Contract

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**DATE:** March 11, 2010

**SUBJECT:** Contract Bond Agent or Liability Insurance Agent

Delete the last sentence of the paragraph of S-103.05 on page 1-22, and substitute the following:

The bond or bonds shall be negotiated for, procured from, signed or countersigned by, and the premium paid to a Mississippi Agent or Qualified Nonresident Agent of the Surety.

Delete the last sentence of the first paragraph of S-103.06.1 on page 1-22, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the insurance company.

Delete the last sentence of the second paragraph of S-103.06.1 on page 1-23, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the insurance company.



Supplemental Specification  
**901-S-104-1**  
Removal and Disposal of Structures  
and Obstructions

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

**SUBJECT: Changes in Character of Work and Changed Physical Conditions and Removal and Disposal of Structures and Obstructions:**

Section S-104 - SCOPE OF WORK; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-104.02.1--Changes in Character of the Work and Changed Physical Conditions:** Delete the last sentence of the first paragraph and add the following paragraphs:

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor, in writing, of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

In the second paragraph, after the words " cannot be reached," delete "the State Aid Engineer" and insert "the Board, with the approval of the State Engineer,". Then delete the words "which the State Aid Engineer has" and insert "which the Board and the State Aid Engineer have".

**901-S-104.05--Removal and Disposal of Structures and Obstructions:** After the last paragraph on page 1-27, add the following paragraph:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland.

**901-S-104.06--Rights in and Use of Materials Found on the Work:** After the first sentence of the third paragraph insert the following sentence:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland.

OFFICE OF STATE AID ROAD CONSTRUCTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 01, 2005

**SUBJECT: Material Pits:**

Section S-107- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-107.23--Material Pits:** Delete the first and second paragraph on page 1-66 and replace with the following paragraphs:

Before a pit (quarry) is opened (area cleared or overburden disturbed), furnish to the County Engineer a letter from the Executive Director of the Department of Archives and History, P. O. Box 571, Jackson, Mississippi 39205 (telephone number 601/576-6850), stating that the pit site is satisfactory from an archaeological and historical standpoint. Additionally, the contractor will furnish the Engineer either a copy of the " Notification of Exempt Operations" or a copy of the (permanent or temporary) Class II Permit approval from the Mississippi Department of Environmental Quality, Office of Geology.

For material pits located in Clarke, Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Pearl River, Perry, Stone and Wayne Counties, the Contractor will be required to make special considerations regarding gopher tortoises. In addition to the normal required documentation associated with material pits, the Contractor shall, for each site used to obtain or dispose of materials associated with material pits located in these Counties, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

All costs involved in obtaining letters of clearance shall be born by the Contractor

Supplemental Specification  
**901-S-107-3**  
Permits, Licenses and Taxes

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Permits, Licenses and Taxes:**

Section S-107- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-107.02-Permits, Licenses and Taxes.** Delete in toto Subsection 107.02 on page 1-50, and substitute the following:

Except as provided in S-107.09, and S-107.22, the Contractor or Subcontractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, State Aid may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or Subcontractor is advised that the " Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., Mississippi Code of 1972, Annotated, and their requirements and penalties apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Mississippi State Tax Commission will be notified of the name and address of Contractors or any Subcontractors that are awarded State Aid contracts. The Contractor or Subcontractor will be subject one or more audits during the life of this contract to make certain that all applicable fuel taxes are being paid promptly as outlined in Section 27-55-501, et seq., Mississippi Code of 1972, Annotated, and any sales and/or use taxes, as outlined in Section 27-67-1, et seq., Mississippi Code of 1972, Annotated are being paid in compliance with the law.



SPECIAL PROVISION NO. 901-S-618-1  
STATE AID PROJECT NO. LSBP-43(50)  
COUNTY: Lincoln

DATE: November 23, 2021

SUBJECT: SUPPLEMENTAL TO TRAFFIC CONTROL PLAN

The road will be closed to thru traffic throughout the project. The contractor shall install signs and barricades as shown on the Traffic Control Plan Sheet No. 2-C. There are no houses, business, public facilities, etc., located along the section of the road, which is to be closed to all traffic. The only traffic, which will need to have access along the closed section of roadway, shall result from the contractors operation or the need of the property owners along this route to maintain their property or operation. There will be no trucks, equipment, supplies, or material parked or stored within close proximity of a traveled lane in use of public traffic except for vehicles or supplies actually engaged in the work when construction is in progress. The specific requirement of the contractors responsibility are as required by Subsections S-104.04; S-105.15; S-107.07 and S-107.10; Sheet No. 2-C of the contract drawings and Part VI of the MUTCD, Latest Edition. The requirements of this sheet do not alter or in any way change the requirements of the foregoing or any other requirements of the contract, except as specifically stated herein as an alteration or change.

Barricades shall be placed as shown on Traffic Control Plan.

Within three weeks of a traffic related accident occurring within the limits of the project, the contractor shall provide the County Engineer with a copy of an accident report for each accident. If analysis of the accident report by appropriate personnel reveals that corrective action is required, the contractor shall proceed immediately with same.

Randy L. Emfinger is designated as the responsible person to insure the contractor constructs, installs, and maintains the devices called for on the Traffic Control Plan. An inspection of the traffic control signs and devices shall be performed at periods not exceeding one week regardless of construction activity within the project.

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Portland Cement**

Section S-701 - HYDRAULIC CEMENT; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-701.01--Portland Cement.** Delete the third paragraph and table in Subsection 701.01 on page 7-9, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfates, or to seawater, cement types and replacement of cement by Class F fly ash (FA), ground granulated blast furnace slag (GGBFS), or metakaolin shall be as follows:

**Cementitious Materials for Soluble Sulfate Conditions**

Sulfate Exposure	Water-soluble sulfate (SO <sub>4</sub> ) in soil, % by mass	Sulfate (SO <sub>4</sub> ) in water, ppm	Cementitious material required
Negligible	0.00 - 0.10	0.0 - 150	- - -
Moderate and Seawater	0.10 - 0.20	150 - 1500	Type II*** cement, or Type I cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin
Severe	0.20 - 2.00	1500 - 10,000	Type II* cement with one of the following replacements of cement: 25% Class F, FA, or 50% GGBFS, or 10% metakaolin

\* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II Cement.

\*\* Class F, FA or GGBFS may be added as a replacement for Portland cement in accordance with the proportions as listed in this table.

Class C fly ash shall not be used as a replacement for Portland cement in any of the sulfate exposure conditions listed above.

Supplemental Specification  
**901-S-708-1**  
Non-Metal Drainage Structures

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Non-Metal Drainage Structures:**

Section S-708 - NON-METAL STRUCTURES AND CATTLEPASSES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-708.02.3.2--Marking:** Delete the second sentence of Subsection 708.02.3.2 on page 7-53, and substitute the following:

Machine made Pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

**901-S-708.22.2--Exceptions to AASHTO:** Delete the sixth paragraph of Subsection 708.22.2 on page 7-61.



Supplemental Specification  
**901-S-714-1**  
Geotextile Certification

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

**SUBJECT: Geotextile Certification:**

Section S-714 - MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATION FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-714.13.10--Acceptance By Certification.** After the second sentence of Subsection S-714.13.10 on page 7-105 insert the following:

Additionally, at least one certified test report, as per S-700.05.2, for each manufacturer's lot shall be furnished to the Engineer by the Contractor at no additional cost to the project.

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Miscellaneous Materials:**

Section S-714-MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

Delete Subsection 714.07 on page 7-92 and substitute the following:

**901-S-714.07--Other Cementitious Materials:**

**901-S-714.07.1--Metakaolin:**

**901-S-714.07.1.1--Metakaolin--General:** Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the MDOT State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The MDOT State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

**901-S-714.07.1.2--Specific Requirements:** Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of  $\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$  Shall be at least 85%. The Material Safety Data Sheet shall indicate the amount of crystalline silica, as measure by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent  $\text{Na}_2\text{O}$ , shall not exceed 1.0%.
4. The amount of material retained on the No. 325 Mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.



**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT**

(To be Executed in Duplicate)

State of Mississippi

County of Jones

I, George Walters (Name of person signing affidavit), individually, and in my capacity as President (Title) of R+J Construction, Inc. (Name of Firm, Partnership, or Corporation) being duly sworn, on oath, do depose and say as follows:

That R+J Construction, Inc. (Name of Firm, Partnership, or Corporation), Bidder on Project No. LSBP-43(50) in Lincoln 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 officers, partners, employees, or principal owners.

Further, being duly sworn or under penalty of perjury under the laws of the United States and the State of Mississippi; certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds:

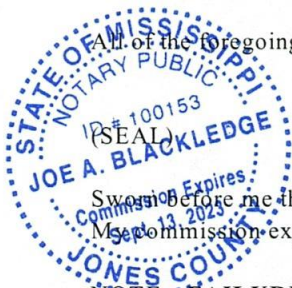
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

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) are true and correct.



Signature: George Walters

Title: President

Notary Public: Joe A. Blackledge

Sworn before me this 10th day of September 2022  
My commission expires \_\_\_\_\_

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT**

(To be Executed in Duplicate)

State of Mississippi

County of Jones

I, George Walters (Name of person signing affidavit), individually, and in my capacity as President (Title) of R+J Construction, Inc. (Name of Firm, Partnership, or Corporation) being duly sworn, on oath, do depose and say as follows:

That R+J Construction, Inc. (Name of Firm, Partnership, or Corporation), Bidder on Project No. LSBP-43(50) in Lincoln 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 officers, partners, employees, or principal owners.

Further, being duly sworn or under penalty of perjury under the laws of the United States and the State of Mississippi; certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds:

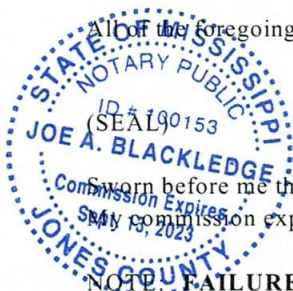
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

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) are true and correct.



Signature: George Walters

Title: President

Notary Public: Joe A. Blackledge

Sworn before me this 16th day of September 2022  
My commission expires 9/13/2023

**FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF STATE AID ROAD CONSTRUCTION

CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: LSBP-43(50) County: Lincoln

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Office of State Aid Road Construction, Department of Employment Security, State Tax Commission, Secretary of State, and Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the County and the Office of State Aid Road Construction has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the Office of State Aid Road Construction if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the **Mississippi Employment Protection Act**. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the Office of State Aid Road Construction, if requested, for the benefit of the County and the Office of State Road Construction or this Contract.

448542  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: George Walters  
Authorized Officer or Agent

9/16/22  
Date

George Walters  
Printed Name of Authorized Officer or Agent

President  
Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the 16th day of September, 20 22.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



SECTION 902  
**PROPOSAL**

---

Date September 16, 2022

Proposal of R & J Construction, Inc.  
\_\_\_\_\_ of Laurel, Mississippi  
\_\_\_\_\_

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of Lincoln  
County at Brookhaven Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors

Lincoln County, Brookhaven Mississippi

Sirs: The following is made on behalf of R & J Construction, Inc.

P.O. Box 6

Laurel, MS 36441  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Names and addresses of those interested)

and no others. 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, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions 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 below 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.

The following is my (our) itemized Proposal:



**SECTION 902--Proposal(Continued)**

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

Pay Item No.	<u>S-200-A</u>	<u>1 L.S.</u>	<u>Mobilization</u>
	(quantity)		(description)
to	<u>Simmons Erosion Control, Inc.</u>	of	<u>6690 Steve Lee Drive Lake, MS 39092</u>
Pay Item No.	<u>S-212-B</u>	<u>0.40 Ton</u>	<u>Commercial Fertilizer (13-13-13)</u>
	(quantity)		(description)
to	<u>Simmons Erosion Control, Inc.</u>	of	<u>6690 Steve Lee Drive Lake, MS 39092</u>
Pay Item No.	<u>S-214-A</u>	<u>0.40 Acre</u>	<u>Seeding</u>
	(quantity)		(description)
to	<u>Simmons Erosion Control, Inc.</u>	of	<u>6690 Steve Lee Drive Lake, MS 39092</u>
Pay Item No.	<u>S-215-A</u>	<u>1.20 Ton</u>	<u>Vegetative Materials for Mulch</u>
	(quantity)		(description)
to	<u>Simmons Erosion Control, Inc.</u>	of	<u>6690 Steve Lee Drive Lake, MS 39092</u>
Pay Item No.	<u>S-226-A</u>	<u>1,300 Sq. Yd.</u>	<u>Solid Sodding</u>
	(quantity)		(description)
to	<u>Simmons Erosion Control, Inc.</u>	of	<u>6690 Steve Lee Drive Lake, MS 39092</u>
Pay Item No.	_____	_____	_____
	(quantity)		(description)
to	_____	of	_____
Pay Item No.	_____	_____	_____
	(quantity)		(description)
to	_____	of	_____
Pay Item No.	_____	_____	_____
	(quantity)		(description)
to	_____	of	_____

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed R & J Construction, Inc.

By , President

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

_____	20	_____
_____	20	_____
_____	20	_____
_____	20	_____

PROJECT NO. LSBP-43 (50)  
LINCOLN COUNTY, MISSISSIPPI

I (We) agree to complete the entire project within 75 Working Days.

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
Roadway Items								
1	S-200-A	MOBILIZATION	Lump Sum	LS	XXXXXXXXXX	XXXXXXXXXX	\$ 56,800	00
2	S-201-A	CLEARING AND GRUBBING	Lump Sum	LS	XXXXXXXXXX	XXXXXXXXXX	\$ 12,000	00
3	S-202-B	REMOVAL OF BRIDGE @ STATION 11+61.14	1.000	UN	\$ 20,000	00	\$ 20,000	00
4	S-202-E	REMOVAL OF PIPE (ALL SIZES)	22.000	LF	\$ 100	00	\$ 2,200	00
5	S-203-A	UNCLASSIFIED EXCAVATION (FM)	350.000	CY	\$ 45	00	\$ 15,750	00
6	S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED, LVM, CLASS 7)	270.000	CY	\$ 50	00	\$ 13,500	00
7	S-206-A	STRUCTURE EXCAVATION	280.000	CY	\$ 75	00	\$ 21,000	00
8	247-A	TEMPORARY STREAM DIVERSION	1.000	EA	\$ 15,000	00	\$ 15,000	00
9	S-304-A	GRANULAR MATERIAL (LVM), (CLASS 4, GROUP B)	185.000	CY	\$ 85	00	\$ 15,725	00
10	S-310-A-1	SIZE (II) STABILIZER AGGREGATE, COARSE	200.000	CY	\$ 282	00	\$ 56,400	00
11	S-601-A	CLASS "B" STRUCTURAL CONCRETE	55.680	CY	\$ 1,200	00	\$ 66,816	00
12	S-602-A	REINFORCING STEEL	1,760.000	LB	\$ 5	00	\$ 8,800	00
13	S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	32.000	LF	\$ 159	00	\$ 5,088	00
14	S-603-C-D	88" X 54" REINFORCED CONCRETE ARCH PIPE, CLASS III	120.000	LF	\$ 600	00	\$ 72,000	00
15	S-617-A	RIGHT-OF-WAY MARKERS (TYPE II)	6.000	EA	\$ 300	00	\$ 1,800	00
16	S-618-A	MAINTENANCE OF TRAFFIC	Lump Sum	LS	XXXXXXXXXX	XXXXXXXXXX	\$ 15,000	00
17	S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0.000	SF	10	00	0	00
18	S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4.000	EA	\$ 385	00	\$ 1,540	00
Subtotal Roadway Items							\$ 399,419	00



SECTION 902  
PROPOSAL SHEET (2-B)

PROJECT NO. LSBP-43(50)  
LINCOLN COUNTY, MISSISSIPPI

Ref. No.	Pay Item No.	Description	Approx. Quantity	Unit	Unit Price		Item Total	
					Dollars	Cents	Dollars	Cents
Erosion Control Items								
19	S-212-B	COMMERCIAL FERTILIZER (13-13-13)	0.400	TON	\$ 4,400	00	\$ 1,760	00
20	S-214-A	SEEDING	0.400	AC	\$ 5,500	00	\$ 2,200	00
21	S-215-A	VEGETATIVE MATERIALS FOR MULCH	1.200	TON	\$ 3,300	00	\$ 3,960	00
22	S-226-A	SOLID SODDING	1,300.000	SY	\$ 7	00	\$ 9,100	00
23	229-A	EROSION MAT	132.000	SY	\$ 76	00	\$ 10,032	00
24	S-233-A	TEMPORARY SILT FENCE (TYPE II) (AOS 0.15-0.84)	570.000	LF	\$ 5	00	\$ 2,850	00
25	237-A	WATTLES, 20 INCH	100.000	LF	\$ 10	00	\$ 1,000	00
26	S-815-A	LOOSE RIPRAP, 300 LB.	200.000	TON	\$ 168	00	\$ 33,600	00
27	S-815-E	GEOTEXTILE UNDER LOOSE RIPRAP, TYPE V, AOS 0.21-0.43	110.000	SY	\$ 12	00	\$ 1,320	00
Subtotal Erosion Control Items							\$ 65,822	00
Total Bid							\$ 465,241	00



SECTION 902 - Proposal (Continued)

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 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on 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 (bid bond) for five percent of the bid amount (\$                    ) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond with FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of Lincoln, 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.

Respectfully submitted,

R & J Construction, Inc.

Signed

By 

Title President

Address P.O. Box 6, Laurel, MS 39441

Date September 16, 20 22

(To be filled in if a corporation)

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

<u>George Walters</u>	<u>P.O. Box 6, Laurel, MS 39441</u>
President	Address
<u>                    </u>	<u>                    </u>
Secretary	Address
<u>                    </u>	<u>                    </u>
Treasurer	Address
<u>                    </u>	<u>                    </u>

### **Proposal Guaranty**

Insert here or attach hereto certified check or Proposal Guaranty Bond in the amount as required in the Notice to Contractors.

Each agent representing such Surety Company must file with the contracting county his power of attorney duly executed by said Surety Company.



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

R & J Construction, Inc.

P.O. Box 6

Laurel, MS 39441

**SURETY:**

*(Name, legal status and principal place of business)*

Westfield Insurance Company

P.O. Box 5001

Westfield Center, OH 44251-5001

**OWNER:**

*(Name, legal status and address)*

Lincoln County Board of Supervisors

300 S 2<sup>nd</sup> Street NE

Brookhaven, MS 39601

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

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

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid-----

**PROJECT:**

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

Brignall Road NE - Grade, Drain, & Temp Gravel Surface

LSBP-43(50)

Lincoln County, MS


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



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


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

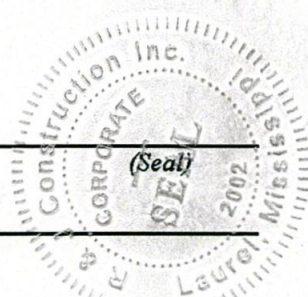
Signed and sealed this 16th day of September, 2022

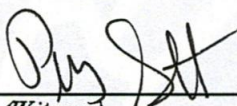
  
(Witness)

R & J Construction, Inc.

(Contractor as Principal)

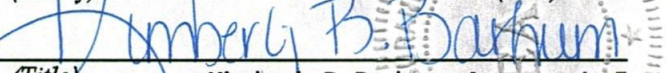
  
(Title) President



  
(Witness)

Westfield Insurance Company

(Surety)

  
(Title) Kimberly B. Barhum, Attorney-In-Fact  
MS Resident Agent





General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY**

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 29th day of **MARCH** A.D., 2016.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

**Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 29th day of **MARCH** A.D., 2016, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of **September** A.D., 2022.



**Frank A. Carrino, Secretary**



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 903

**CONTRACT** (Rev. 03-11-2010)

CONTRACT FOR \_\_\_\_\_

LOCATED IN THE COUNTY OF \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

This contract entered into by and between the Board of Supervisors of \_\_\_\_\_  
\_\_\_\_\_ County, Mississippi, on the one hand, and the  
undersigned contractor. on the other, witnesseth:

That in consideration of the payment by the Board of Supervisors 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 or 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 notice to contractors, 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 for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions and requirements of the Board of Supervisors and the State Aid Engineer.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the County Engineer, or his authorized representatives, subject to inspection at all times and approval by the State Aid Engineer, and when Federal Funds are involved, by the Federal Highway Administration, or their agents as the case may be, 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 State Aid Engineer of the Mississippi Department of Transportation Authorized Federal Agencies.



The Contractor agrees that all labor as outlined in the Special Provisions will 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, or is not correctly 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 \_\_\_\_\_ 20 \_\_\_\_

(1) \_\_\_\_\_ APPROVED \_\_\_\_\_ 20 \_\_\_\_  
Contractor(s)

By \_\_\_\_\_ (3) \_\_\_\_\_  
State Aid Engineer

TITLE \_\_\_\_\_  
Signed and Sealed in the presence of:  
(names and addresses of witnesses) APPROVED \_\_\_\_\_ 20 \_\_\_\_

(1) \_\_\_\_\_ (4) TRANSPORTATION COMMISSION OF THE  
STATE OF MISSISSIPPI (Approval of the  
Commission not Required when no Federal Funds are  
involved.)

(2) BOARD OF SUPERVISORS  
\_\_\_\_\_ County

By \_\_\_\_\_ By \_\_\_\_\_  
President Executive Director

Award authorized by the Board of Supervisors of \_\_\_\_\_

County in session on the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

Minute Book No. \_\_\_\_\_, Page no. \_\_\_\_\_.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 904

### CONTRACT BOND (Rev. 03-11-2010)

CONTRACT BOND FOR \_\_\_\_\_

LOCATED IN THE COUNTY OF \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

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 Board of Supervisors of \_\_\_\_\_ County,  
State of Mississippi, in the Penal 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., 20 \_\_\_\_\_ .

The conditions of this bond are such, that whereas the said \_\_\_\_\_

principal, has (have) entered into a contract with the Board of Supervisors of \_\_\_\_\_  
County of the State of Mississippi, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ A. D., 20 \_\_\_\_\_ hereto annexed, for the construction of certain highways in the  
said county as mentioned in said contract in accordance with the plans, specifications and special  
provisions therefor, on file in the office of the Chancery Clerk of the county and state herein named.

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 the currently approved specifications, and save harmless said Board of Supervisors 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, an shall be liable and responsible in a civil action instituted by the Board of Supervisors at the instance of the State Aid Engineer or any officer of the said county authorized in such cases, for double any amount in money or property, the Board of Supervisors may lose or be overcharged or otherwise defrauded of, by reason of any 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, 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. of the Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of both the Board of Supervisors of the aforesaid county and the State Aid Engineer all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with all terms thereof and all of the expense and cost and Attorney's fees 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 this the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20 \_\_\_\_\_

\_\_\_\_\_  
(CONTRACTORS) Principal

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature) ATTORNEY IN FACT.

TITLE \_\_\_\_\_

(Contractor's Seal)

\_\_\_\_\_  
Name and address of MS agent or qualified non-resident agent

(Surety Seal)



## BOARD OF SUPERVISORS

LINCOLN

County

Rev. Jerry L. Wilson District 1

Nolan Earl Williamson District 3

Jerry McGehee District 2

C. E. "Eddie" Brown District 4

Doug Falvey District 5  
*President*