

Amendment One To:
Invitation for Bids
RFx No. 31600001017
Smart No. 1450-16-R-IFBD-00029
Grand Bay National Estuarine
Research Reserve
Savanna Trail Boardwalk Project
Questions and Answers

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
1141 BAYVIEW AVENUE
BILOXI, MISSISSIPPI 39530

Contact: Erin Gallagher – Procurement@dmr.ms.gov

THIS IS AMENDMENT ONE TO THE INVITATION FOR BIDS. YOU MUST ACKNOWLEDGE THIS AND ALL FUTURE AMENDMENTS ON THE PROPOSAL FORM OR, IF YOUR PROPOSAL FORM HAS ALREADY BEEN SUBMITTED, BY LETTER. YOUR ACKNOWLEDGMENT OF ALL AMENDMENTS MUST BE RECEIVED BY THE MDMR BY THE DEADLINE FOR RECEIPT OF YOUR BID PROPOSAL FORM.

1. Can you please let us know what the estimated budget for the project?

ANSWER: A specific amount has not been budgeted for the Savanna Trail Boardwalk Project.

2. Will there be a trash dumpster available to dispose of was from construction?

ANSWER: Yes, a dumpster will be provided during the construction and repair of the Boardwalk.

3. What Bonds are required to be submitted with this project?

ANSWER: Please see Attachment B of this document - Section 2.08 (Bid Security); and for the successful Contractor see Section 4.07 (Security for Faithful Performance) and BOB form 00600 entitled "Contract Bond" .

4. What are the insurance requirements for this project?

ANSWER: Please see Attachment A of this document.

5. Does this project fall under the Davis Bacon Act?

ANSWER: No.

6. Why was this solicitation advertised as an IFB verses RFQuotes?

ANSWER: This was an agency decision.

7. Can heavy equipment be used for construction?

ANSWER: No, heavy equipment cannot be used.

8. Can an alternate bid be submitted for demolition of the current construction and all new construction for all Four Sections of the project?

ANSWER: Yes, your bid may include alternates that would include any changes to the scope of work and specifications that are necessary to adhere to Industry Standards, including safety standards.

9. Pilings 3 feet into the ground. Will the contractor be liable for previously placed pilings that may not be 3 feet per current specifications?

ANSWER: Contractor is responsible for making sure all pilings are three feet in the ground.

10. Are potential vendors allowed to make suggestions in the quote their bid? Example: 2x6 joists be replaced with 2x8 joists, including for the existing construction?

ANSWER: Yes, your bid should include any changes to the scope of work and specifications that are necessary to adhere to Industry Standards, including safety standards.

11. What is the amount of time given to complete the project?

ANSWER: 6 weeks from notice to proceed, weather permitting.

12. Does MDMR have all needed materials?

ANSWER: MDMR has materials onsite, but additional material may be needed for the completion. MDMR will provide additional materials, if needed (as agreed upon by the Director of the GBNERR).

13. When the advertisement ran, was there a particular amount associated with the Project budget?

ANSWER: No amount was stated in the advertisement.

14. Are contractors liable for the repairs of section one and section two of the existing Boardwalk?

ANSWER: All construction, including new construction and modifications to existing construction, must meet or exceed Industry Standards, including safety standards.

15. Will MDMR amend the IFB to include alternate bids as allowable giving contractors the opportunity include a bid for demo and replacement of entire boardwalk?

ANSWER: Yes, your bid may include alternates that would include any changes to the scope of work and specifications that are necessary to adhere to Industry Standards, including safety standards.

16. Can we give contractors an idea of the budget so that they will know if they can afford the bond requirement?

ANSWER: A specific amount has not been budgeted for the Savanna Trail Boardwalk Project.

17. Is performance bond required?

ANSWER: See answer to question three (3).

18. Is a bid bond or cashier check required?

ANSWER: See answer to question three (3).

19. Is a surety bond required?

ANSWER: See answer to question three (3).

ATTACHMENT A

**STANDARD CONSTRUCTION CONTRACT
CERTIFICATE OF INSURANCE**

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

| | | | | | | |
|---|----|---------------|---------------|--|----------------------------------|---------------------|
| INSURED: (Contractor's Name & Address) | | | | COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC # | | |
| | | | | A | | |
| PROJECT: (Number, Name & Location) | | | | B | | |
| | | | | C | | |
| OWNER: Owner | | | | D | | |
| | | | | E | | |
| | | | | F | | |
| | | | | G | | |
| Companies above must be approved by the MS Ins Dept at http://www.mid.ms.gov/licapp/search_main.aspx per Code & WComp at http://www.mwcc.ms.gov/ | | | | | | |
| Type Insurance | Co | Policy Number | Policy Period | Coverage and Minimum Amount | | |
| General Liability Commercial General Liability | | | | General Aggregate | \$ 1,000,000 | |
| | | | | Products Comp/Ops (Aggregate) | \$ 1,000,000 | |
| | | | | Personal Injury (Per Occurrence) | \$ 500,000 | |
| | | | | BI & PD (Per Occurrence) | \$ 1,000,000 | |
| | | | | Fire Damage (Per Fire) | \$ 50,000 | |
| | | | | Medical Expense (Per Person) | \$ 5,000 | |
| Owners/Contractors Protective Liability | | | | General Aggregate | \$ 1,000,000 | |
| | | | | Per Occurrence | \$ 500,000 | |
| Automobile Liability | | | | Bodily Injury/Property Damage Combined Single Limit (Per Occurrence) | \$ 500,000 | |
| | | | | OR | Bodily Injury (Per Person) | \$ 250,000 |
| | | | | | Bodily Injury (Per Accident) | \$ 500,000 |
| | | | | | Property Damage (Per Occurrence) | \$ 100,000 |
| * Excess Liability (Umbrella on projects over \$500,000) | | | | Aggregate | \$ 1,000,000 | |
| | | | | Per Occurrence | \$ 1,000,000 | |
| Workers' Compensation (As required by Statute) Employers' Liability | | | | Accident (Per Occurrence) | \$ 100,000 | |
| | | | | Disease-Policy Limit | \$ 500,000 | |
| | | | | Disease-Per Employee | \$ 100,000 | |
| Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving) | | | | OR | Builders' Risk | Must be equal to |
| | | | | | Installation Floater | Value of Work |
| Other | | | | | | |
| Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above. | | | | | | |
| Producing Agent: (Name, Address and Telephone) | | | | (Signature) | | |
| | | | | (Date) | | |
| | | | | (Name and Title of Authorized Representative) (typed) | | |
| | | | | Agent must be approved by the MS Ins Dept http://www.mid.ms.gov/licapp/search_main.aspx | | |

Check if Mississippi Licensed Agent
 OR Countersign by Mississippi Licensed Agent MID Lic # _____

ATTACHMENT B

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Owner. Should a Bidder find discrepancies in, or omissions from, the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Using Agency. The Owner will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Using Agency, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code** require a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons: (see 600.53)
- A. Failure to comply with the bid requirements.
 - B. Bidder is in arrears on existing Contracts with the Owner or another state agency.
 - C. Bidder is, or anticipates being, in litigation or arbitration with the Owner or another state agency.

D. Bidder has defaulted on a previous Contract.

- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount is indicated in the Advertisement for Bids. Upon returning the documents to the Owner within ten (10) days of the bid date and in good condition, all document holders will be refunded one-half (1/2) of the deposit. Further, any general contractor submitting a bid and all mechanical and/or electrical Subcontractors will be refunded one hundred percent (100%) of the deposit on one (1) set and fifty percent (50%) for each additional set. No partial sets of documents will be issued. Selected plan rooms will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.

2.04 **BASE BID AND ALTERNATES:**

- A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
- B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern. Refer to Section 01030 entitled *Alternates* for additional information.

2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01630 entitled *Substitutions and Product Options* which covers procedures after the award of Contract.

2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number and the date received in spaces provided.

2.07 **BIDDER IDENTIFICATION:**

- A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
- B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as used in bidder's application with the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form).
- C. **Legal Address:** The address appearing on the Proposal Form should be the same address recorded with the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as used in bidder's application with the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>].
- D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013) (see also 4.07 herein)

- A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND

countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department. http://www.mid.state.ms.us/licapp/search_main.aspx (No standard form is required for the Bid Bond.)

B. Certified Check: The Bidder may submit a certified check made out to the Owner in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request,

unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.

2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be delivered to the address indicated on the Advertisement for Bids prior to the time and date stated. Only one original of the Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, and mailed or hand-delivered as follows: (beginning 1/1/09 and for a reasonable time period, a duplicate copy will not disqualify your bid, but the second copy, without comparison, will be destroyed in the bid opening, not read aloud nor used thereafter, in order to prevent inadvertent differences in the duplicate forms): (also see 600.42)

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

3.02 **MODIFICATION TO BID:** A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

A. **Notification on Envelope:** A modification may be written on the outside of the sealed envelope containing the bid.

B. **Facsimile:** A facsimile (fax) will not be acceptable.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until forty-five (45) days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exactly as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors – see 2.07, 3.01, 5.01)

(Bid shall be addressed and delivered to)

Owner

(In lower left hand corner)

Bid for Project # _____

Title _____

Using Agency _____

Certificate of Responsibility # _____ (for over \$50,000.00)

Under \$50,000.00 (add statement)

Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being publicly opened . . . on the next business day that the agency shall be open and at the previously advertised time.

- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.
- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order

determined to be in the best interest of the Using Agency and which produces a total within available funds.

4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within ten (10) working days after notice of the acceptance of the bid/receipt of Contract(s) from the Owner.

4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** (see also 2.08)

Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:

A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. http://www.mid.state.ms.us/licapp/search_main.aspx

B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

C. All Bonds shall be executed on the form provided in the Project Manual under Section 00600 entitled **Contract Bond**.

D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a

Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed

by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the

Mississippi Insurance Department with the name and address typed, or lettered legibly. (with embossed

seal). http://www.mid.state.ms.us/licapp/search_main.aspx

E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as the Contract Bond.

X PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and **is not a part of the bid documents**; therefore, this checklist does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM:** (only one original proposal form to be submitted) (also see 3.01 and 600.42 of the BOB Manual)

Base Bid

() Write in the amount of the base bid in words and numbers. The written word shall govern.

Alternates

- () Write in each alternates amount in words and numbers. The written word shall govern.

Addenda

- () Acknowledge the receipt of each addendum by writing in the number of the addendum and the date received.

Acceptance

- () Proposal is signed by authorized person
- () Name of Business - complete spelling of bidder's name and address - exactly as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as bidder's application with the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>] (see 2.07, 3.01, 5.01, proposal form)
- () Legal address of the business listed above (at SOS and Contractor's Board)
- () Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster

Certificate of Responsibility Number(s) on envelope (see below for on proposal form)

- () Base Bid is under \$50,000 and no number is required
- () Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope
- () Base Bid is over \$50,000 and number is required
- () Joint Venture and *joint venture* number is required
- OR** () Joint Venture participants' numbers are required

5.02 BID SECURITY:

- () Included Bid Bond
- OR** () Included Certified Check

5.03 POWER OF ATTORNEY:

- () Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

() Attached a Copy of Non-Resident Bidder's Preference Law

OR () Attached a Statement

CONTRACT BOND

SECTION 00600

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____,

Principal, a _____,

residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____ Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of

_____ Dollars (\$_____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.

4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____

(Address)

By: _____
(Signature)

(City/State/Zip/Phone)

Attorney-in-Fact
(Typed Name) (Title)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

(Surety Address)

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept

(Surety City/State/Zip/Phone)

OR

COUNTERSIGNED:

signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

MISSISSIPPI LICENSED AGENT COMPANY NAME

Countersignature can be the same as the Attorney-in-Fact when the Attorney-in-Fact is licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact is "not" licensed in Mississippi. P/A will be for the Attorney-

(Signature)

Licensed Mississippi Agent

(Typed Name) (Title)

(MS Licensed Agent Address)

(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL _____

By: _____
(Signature)

(Typed Name and Title)
