



**POLE BARN  
AT METRO LAYDOWN YARD**

**City of Tupelo, Mississippi**

**Bid # 2021-036PW**

Publication Dates: ..... November 4, 2021 and November 11, 2021

BID Deadline: ..... December 9, 2021 before 10:00 AM

**PROJECT MANUAL**  
FOR THE  
**POLE BARN**  
**AT METRO LAYDOWN YARD**  
FOR  
**CITY OF TUPELO, MS**

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**ADVERTISEMENT FOR PROPOSALS**

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**POLE BARN AT METRO LAY DOWN YARD  
Bid # 2021-036PW**

until **10:00 o'clock A.M. local time on Thursday, December 9, 2021.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). Bid Documents and Specifications can be viewed and obtained online at [www.tupelomsbids.com](http://www.tupelomsbids.com).

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,  
MISSISSIPPI.

**CITY OF TUPELO, MISSISSIPPI**

**Traci Dillard  
Purchasing Clerk**

**Publishing Dates: 11-04-2021  
11-11-2021**

## **INFORMATION FOR BIDDERS**

**1. Receipt and Opening of Bids:** Bids will be received by THE CITY OF TUPELO no later than 2:00 PM Local Time on Thursday, December 9, 2021. Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). Bid Documents and Specifications can be viewed and obtained online at [www.tupelomsbids.com](http://www.tupelomsbids.com).

### **2. Bids:**

A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures, or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.

B. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.

C. Submit bids in a sealed envelope marked in the lower left-hand corner as follows:

Bid for construction of: **CITY OF TUPELO- POLE BARN AT METRO LAY DOWN YARD**

Certificate of Responsibility No. \_\_\_\_\_.

D. Bids submitted electronically shall be submitted as pdf files at [www.tupelomsbids.com](http://www.tupelomsbids.com).

E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

F. In case of a discrepancy between Unit Price and the Extension, the Unit Price will govern and the Extension, along with the Total Amount of the Proposal will be corrected.

### **3. Method of Bidding:**

A. The bid will consist of a base bid amount in accordance with the specifications provided. Bids shall be guaranteed for 60 days from the date of Bid Opening.

B. The CITY OF TUPELO reserves the right to reject any or all bids and to waive any or all informalities.

### **4. Addenda and Interpretations:**

A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the OWNER in writing, who will send a written instruction or interpretation to all known holders of the documents. The OWNER will not be responsible for any oral

instructions. Without written notification to the OWNER prior to submission of a bid, the BIDDER accepts sole responsibility for work items required for completion of the intent of the project.

B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

**5. Certificate of Responsibility Number:**

A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.

**B. No bids will be accepted, opened, or considered unless the above information is given as specified.**

C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER.

**6. Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**

**7. Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.

**8. Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.

**9. Law and Regulations:** The BIDDERS'S attention is directed to the fact that all applicable federal, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**10. Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

**11. Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).

**12. Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.

**13. Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.

**14. Non-Collusion Affidavit:** CONTRACTOR must complete (**in duplicate**) the non-collusion affidavits included in the Contract Documents and submit same as part of their bid. **FAILURE TO DO SO MAY DISQUALIFY THEIR BID.**

**15. Interpretations:** No oral interpretation will be made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents. Only written requests for interpretation of the Drawings and Specifications shall be submitted to the OWNER for a formal decision which will be given in writing to all bid document holders. All questions or requests shall be submitted no later than 4 working days prior to date of the bid.

**16. Building Permit:** In accordance with The City of Tupelo Building Department, a Building Permit is required however, there will be no assessment of fees for the permit. Contractor is responsible for coordinating with Tupelo's Building Department on all required inspections.

**17. Qualifications of BIDDERS:** It is the intention of the OWNER to make an award to a BIDDER competent to do the work and who proposes to employ subcontractors also competent to do the work. The OWNER may also make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER will consider the BIDDER's qualifications in evaluating the BID and reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.

**18. Qualifications of Subcontractors: Material and Equipment Suppliers:**

A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the OWNER will notify the CONTRACTOR in writing if the OWNER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER to reject any WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.

B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER, unless the OWNER determines that there is good cause for doing so.

C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.

D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.

E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.

a. The CONTRACTOR shall cause appropriate provisions to be inserted in all

subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.

b. The OWNER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

c. If in the opinion of the OWNER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

**19. Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Supplementary General Conditions, as enclosed herein for the full term of the Contract.

- A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation, and related coverages.
    - a. State: Statutory
    - b. Applicable Federal: Statutory
    - c. Employer's Liability: \$1,000,000
    - d. Waiver of Subrogation in favor of the Owner, its employees, and all sub-consultants.
- B. Contractor's General Liability shall include Comprehensive General Liability Insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage with \$2,000,000 aggregate.
- C. Contractor's Protective Liability, covering liability for work sub-let.
- D. Contractual Liability
- E. Coverage of damage due to collapse of our structure injury to any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work or dredging: to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support there of; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other property below the surface of the ground.
- F. Broad form property damage coverage, by endorsement to Comprehensive General Liability.
- G. Products and Completed Operations Coverage, as required, with limits of liability not less than \$1,000,000 and an aggregate limit of \$2,000,000.



H. Waiver of Subrogation in favor of the Owner, its employees, and all sub-consultants.

I. Automobile Liability

- a. Comprehensive Automotive Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include any motor vehicle, whether owned, or non-owned.

J. Additional insureds shall be The City of Tupelo, employees and sub-consultants.

20. **Contract Award:** Award of Contract, if made, shall be within **60 days** of date of receipt of Bids.

21. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.

22. **Method of Award:** At the time the contract is to be awarded, the Lowest Bid (either base or alternates), does not exceed the construction budget for the project, the Award will be made following one of the options below:

1. Reject All Bids
2. Award the contract based on the lowest and best base bid

The owner may cancel the award of the contract at any time prior to execution by all parties. In the event of the cancelation of the contract, the owner shall not be deemed liable by all parties.

23. **Pre-Bid:** There will be no pre-bid meeting, but a Site visit is highly encouraged prior to the bid deadline.

24. **Non-Resident Bidder** – Any Non-Resident Bidder shall include a copy of the nonresident contractor's current state contractor preference law or the bid may be rejected.

25. **Bid Package** shall include the Bid Proposal, Non-Collusion Affidavit (in duplicate), Bid Security and Non-Resident Bidder (if applicable).

**END OF SECTION**

## **BID SPECIFICATIONS**

### **BUILDING DESCRIPTION:**

Supply and install 60' wide x 160' long Pole barn on poured in place Concrete Piers.

- A. Peak Offset: 30ft
- B. Back Side Eave: 17'
- C. Front Side Eave: 17'
- D. Back Side Slope: 3.0:12
- E. Front Side slope: 3.0:12
- F. Rigid Frame (Roof Bay) Spacing: 8 at 20
- G. Interior Frame Type" 2 rigid frames, clear span / 7 rigid frames, clear span

### **RIGID FRAMES:**

Frame Type: RF- '1 9

- A. Column Type: Tapered depth
- B. Rafter Type: Tapered depth
- C. Load Width: 10.5ft

Frame Type: RF- '2 3 4 5 6 7 8

- A. Column Type: Tapered depth
- B. Rafter Type: Tapered depth
- C. Load Width: 20ft

### **DESIGN REQUIREMENTS:**

Building Code/Year/Local Amends: IBC 15

Roof Live Load: 20 psf

Frame Load: 12 psf

Wind Load: 115 mph

Roof Snow Load: 7 psf

Ground Snow Load: 7 psf

Roof Collateral Load: 1 psf

Seismic Category: D

Site Class: D Ss: 0.31

Sds: 0.32 S1: 0.15

Seismic Importance: 1 Sd1: 0.22

Occupancy/ Risk Category: II- Normal

Roof Dead Load: 3

Load Reduction Used: Yes

Closure: Open

Wind Importance: 1

Wind Exposure: B

Snow Load Exposure Factor (Ce): 1

Snow Importance Factor (Is): 1

Flat Roof Snow Load (Pf): 7

Thermal Factor (Cf): 1

**DEFLECTION LIMITS:**

Endwall Column: 180  
Endwall Rafter (Live): 180  
Endwall Rafter (Wind): 180  
Roof Panel (Live): 60  
Wall Girt: 90  
Purlin (Live): 180  
Purlin (Wind): 150  
Wall Panel: 60  
Rigid Frame (Horiz): 60  
Rigid Frame (Vert): 180  
Wind Framing: 60  
Roof Panel (Wind): 60

**ENDWALL FREAMING:**

Left Endwall:

Frame Type: Rigid  
Bay Spacing: 3 at 20

Right Endwall:

Frame Type: Rigid  
Bay Spacing: 3 at 20

**SIDEWALL GIRTS:**

Front Sidewall Type: Bypass  
Back Sidewall Type: Bypass  
Left Endwall Type: Flush  
Right Endwall Type: Flush

Locations:

Front: 15  
Back: 15  
Left: 18.75  
Right: 18.75

Base Condition: Base Angle  
Sheet Notch: N

**PANELS:**

Roof System/ Sidewalls/ Endwall:  
Panel Type: PBR  
Gauge: 26  
Color: Stock Color- SilPoly

**TRIM:**

Gable, Eave, Jamb/Header, Corner, Base:  
Stock Color- SilPoly

**GUTTERS AND DOWNSPOUT:**

Front Sidewall: 160ft  
No. of Downspouts: 9  
Back Sidewall: 160ft  
No. of Downspouts: 9  
Gutter/Downspout Color: Stock Color- SilPoly

**WIND FRAMING:**

Front Sidewall: Wind Bents  
Back Sidewall: Wind Bents  
Roof: Cable  
Right Endwall: Rigid Frame  
Left Endwall: Rigid Frame

**OPENINGS:**

Partial Walls (*Wall to be sheeted above open height shown below*):  
Front Sidewall: 15ft high and 160ft long  
Back Sidewall: 15ft high and 160ft long

Endwall Wide Openings:

Door Type: 0  
Wall ID: 1  
Start Bay: 1  
End Bay: 3  
Brace Location: R  
Brace Type: P  
Clear Width: 60ft  
Clear Height: 15ft  
Stub Elev: 15  
Stub Type: C  
Jamb Type: C  
Roof Strut: RO

**ELECTRICAL:**

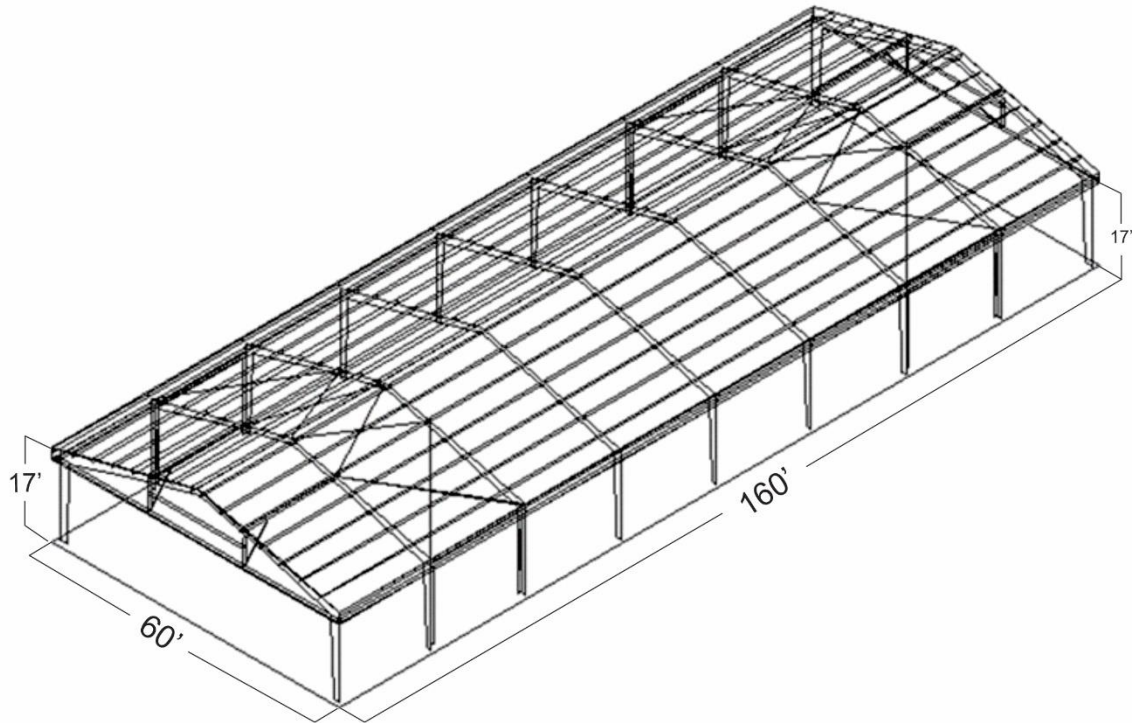
The following should be included in the building at no additional cost:

1. 200-amp weatherproof, 30 circuit box
2. 6 led flood lights on a photocell
3. 16 high bay LEDs on a switch
4. Electrical Outlets on every other pole. Each side should be offset from the other side

**END OF SECTION**

**BUILDING SKETCH:**

Drawing provided for reference only. Detailed Shop Drawings and submittals shall be provided by awarded vendor at no additional cost.



**END OF SECTION**

## BID PROPOSAL

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **POLE BARN AT METRO LAY DOWN YARD**.

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **90** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Bid Documents and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the

BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$\_\_\_\_\_ ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

**NOTES:**

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.



**BID PROPOSAL**

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

**BASE BID – SUPPLY AND INSTALL POLE BARN AT METRO LAYDOWN YARD**

**Total Bid Price: \$**\_\_\_\_\_

**BIDDER INFORMATION:**

**CONTRACTOR:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CERTIFICATE OF RESPONSIBILITY NUMBER:** \_\_\_\_\_

**END OF SECTION**

## BID BOND

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

**BIDDER** (Name and Address):

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**SURETY** (Name and Address of Principal Place of Business):

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**OWNER** (Name and Address):

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**BID:**

Bid Due Date: \_\_\_\_\_

Project (Brief Description Including Location):

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**BOND:**

Bond Number : \_\_\_\_\_

Date: (Not Later than Bid Due Date): \_\_\_\_\_

Penal Sum: \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER:**

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**SURETY:**

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue a notice of award agreed to in writing by the Owner and Bidder, provided that the time for issuing notice of award

including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

# PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

Company:

Signature: \_\_\_\_\_ ( Seal) Signature: \_\_\_\_\_ (Seal)  
Name and Title: Surety's Name and Corporate Seal

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

Signature and Title  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_  
Signature And Title  
Surety

Company:

Signature: \_\_\_\_\_ ( Seal) Signature: \_\_\_\_\_ (Seal)  
Name and Title: Surety's Name and Corporate Seal

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

Signature and Title  
(Attach Power of Attorney)

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
  2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
  3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
    - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
    - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
    - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract;
      2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
  4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
    - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
    - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
    - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  6. After Owner has terminated Contractor's right to complete the Contract, and if
    - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.
  5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
- Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.
  7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
  8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  12. Definitions.
    - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
    - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
    - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker

Owner's Representative (engineer or other party)

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# PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal) Signature: \_\_\_\_\_ (Seal)  
Name and Title: Surety's Name and Corporate Seal

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

Signature and Title  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_  
Signature And Title

CONTRACTOR AS PRINCIPAL

Surety

Company:

Signature: \_\_\_\_\_ (Seal) Signature: \_\_\_\_\_ (Seal)  
Name and Title: Surety's Name and Corporate Seal

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

Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature And Title

NON-COLLUSION/DEBARMENT AFFIDAVIT

(Execute in duplicate)

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

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

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. \_\_\_\_\_,

in \_\_\_\_\_ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- 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 judgment 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 (b) above; 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.



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.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature

NON-COLLUSION/DEBARMENT AFFIDAVIT

(Execute in duplicate)

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

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

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. \_\_\_\_\_,

in \_\_\_\_\_ County(ies), Mississippi, has not either

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- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;
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All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature