

INFORMATION FOR BIDDERS

BIDS for **DOLPHIN REPLACEMENT AT NATCHEZ-ADAMS COUNTY PORT, MDOT MULTI-MODAL PROJECT NO. PMM-10(003)** will be received by the Natchez-Adams County Port Commission (hereinafter called "OWNER"), at their office, 2 River Terminal Road, Natchez, Mississippi, 39120 until 9:30 A.M., C ST, on August 11, 2010, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Natchez-Adams County Port Commission, 2 River Terminal Road, NATCHEZ, MISSISSIPPI, 39120. Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR DOLPHIN REPLACEMENT AT NATCHEZ-ADAMS COUNTY PORT, MDOT MULTI-MODAL PROJECT NO. PMM-10(003) and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the project for which the BID is submitted. If the bid is forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, at 2 River Terminal Road, Natchez, MS 39120.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects in or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the nature and extent of the work by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the work to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the remaining unsuccessful BIDDERS will be returned. The BID bond of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID bond.

A performance bond and a payment bond, each in the amount of One Hundred Percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. Attorneys-in-fact who sign BID bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within five calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the BID bond accompanying the proposal shall become the property of the OWNER.