

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)