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SM No. CMP7000001491

# PROPOSAL AND CONTRACT DOCUMENTS

# FOR THE CONSTRUCTION OF

# (STATE DELEGATED)

Raised pavement marker removal and replacement on various routes, known as State Project No. MP-7000-00(149) / 304707301 in District 7. Project Completion: October 4, 2013

# NOTICE

#### BIDDERS MUST PURCHASE A BOUND PROPOSAL FROM MDOT CONTRACT ADMINISTRATION DIVISION TO BID THIS PROJECT.

Electronic addendum updates will be posted on www.gomdot.com

# **SECTION 900**

OF THE CURRENT 2004 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI

#### **BIDDER CHECK LIST** (FOR INFORMATION ONLY)

- All unit prices have been entered into Expedite Bid in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- \_\_\_\_\_ Expedite bid sheets have been stapled and inserted into the proposal package.
- \_\_\_\_\_ First sheet of SECTION 905--PROPOSAL has been completed.
- \_\_\_\_\_ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- \_\_\_\_\_ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 PROPOSAL.
- \_\_\_\_\_ Form OCR-485, when required by contract, has been completed and <u>signed</u>.
- \_\_\_\_\_ The last sheet of the Expedite bid sheets of SECTION 905--PROPOSAL has been <u>signed</u>.
- Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
- Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u>.
- \_\_\_\_\_ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u>.
- A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. A bid bond has been <u>signed by the bidder</u> and has also been <u>signed or countersigned by a Mississippi Agent or Qualified</u> <u>Nonresident Agent for the Surety</u> with Power of Attorney attached.
- ON FEDERAL FUNDED PROJECTS, the Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents.
  - Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the MDOT flash drive with completed EBS file, proposal and contract documents in its entirety in a sealed envelope. <u>DO NOT</u> remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

### **TABLE OF CONTENTS**

#### **PROJECT:** MP-7000-00(149) / 304707301 – District 7

901--Advertisement

- 904--Notice to Bidders: Governing Specifications # 1 Payroll Requirements - # 883 Errata & Modifications to 2004 Standard Specifications - # 1405 Federal Bridge Formula - # 1928 Reduced Speed Limit Signs - # 2937 Type III Barricade Rails - #3655 Standard Drawings - # 4100 Safety Apparel - # 4214 Contract Time - #4464 Scope of Work - #4465 Questions Regarding Bidding - # 4487
- 907-101-4: Definitions
- 907-102-8: Bidding Requirements and Conditions, w/ Supplement
- 907-103-8: Award and Execution of Contract
- 907-104-4: Disposal of Materials
- 907-105-6: Control of Work, <u>w/Supplement</u>
- 907-107-9: Legal Relations & Responsibility to Public, w/Supplement
- 907-108-24: Prosecution and Progress, w/Supplement
- 907-109-5: Measurement and Payment, w/Supplement
- 907-618-1: Additional Signing Requirements

SECTION 905 - PROPOSAL, PROPOSAL BID ITEMS

COMBINATION BID PROPOSAL

STATE BOARD OF CONTRACTORS REQUIREMENTS

STATE CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION

SECTION 902- CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS

# (REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)

#### **SECTION 901 - ADVERTISEMENT**

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until <u>10:00 o'clock A.M.</u>, <u>Wednesday, May 29, 2013</u>, and shortly thereafter publicly opened on the Sixth Floor for:

Raised pavement marker removal and replacement on various routes, known as State Project No. MP-7000-00(149) / 304707301 in District 7.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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, sex, age, disability, religion or national origin in consideration for an award.

The specifications are on file in the offices of the Mississippi Department of Transportation.

Bid proposals must be purchased online at <u>https://shopmdot.ms.gov</u>. Specimen proposals may be viewed and downloaded online at no cost at <u>http://mdot.ms.gov</u> or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. <u>Cash or checks will not be accepted as payment</u>.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

MELINDA L. MCGRATH EXECUTIVE DIRECTOR

#### **SECTION 904 - NOTICE TO BIDDERS NO. 1**

CODE: (IS)

#### DATE: 05/03/2004

#### **SUBJECT:** Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission 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 MDOT Construction Division.

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 contain references to the 1990 Edition of the Standard Specifications for 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.

#### SECTION 904 - NOTICE TO BIDDERS NO. 883

CODE: (IS)

#### DATE: 04/28/2006

#### **SUBJECT:** Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

# SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	Subsection	Change
101	201.01	In the second sentence of the first paragraph, change "salvable" to "salvageable".
107	202.04	In the fourth sentence of the fourth paragraph, change "yard" to "feet".
107	202.05	In the list of units measurements for 202-B, add "square foot".
132	211.03.4	In the second sentence of the second paragraph, change "planted" to "plated".
192	306.02.4	In the first line of the first paragraph, delete the word "be".
200	307.03.7	In the fourth sentence of the second paragraph, change "lime-fly ash" to "treated".
236	401.01	Change the header from "Section 403" to "Section 401".
242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change "rutting over " "to "rutting over 1/8" ".
253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
269	403.03.2	In the table at the top of page 269, change the PI requirement from "=" to " $\leq$ ".

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".			
283	409.02.2	Change "PG 64-22" to "PG 67-22".			
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".			
340	511.04	In the second sentence of the second paragraph, change "412" to "512".			
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".			
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".			
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".			
427	619.04	Delete the second paragraph.			
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".			
444	626.03.1.2	Delete the third sentence of the first paragraph.			
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".			
570	682.03	Change the subsection number from "682-03" to "682.03".			
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".			
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".			
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".			
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".			
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".			
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".			

- 2 -

618 703.13.1 In the first sentence of the first paragraph, change "703.09" to "703.06".

- 3 -

- 618 703.13.2 In the first sentence, change "703.09" to "703.06".
- 671 712.06.2.2 In the first sentence, change "712.05.1" to "Subsection 712.05.1".
- 689 714.11.2 In the first sentence, change "412" to "512".
- 709 715.09.5 In the first sentence of the first paragraph, change "guage" to "gauge".
- 717 717.02.3.4 In the top line of the tension table, change "1 1/2" to "1 1/8" and change "1 1/8" to "1 1/2".
- 741 720.05.2.2 In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
- 827 803.03.2.3.7.5.2 In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
- 833 803.03.2.6 In the first sentence, change "803.03.7" to "803.03.2.5".
- 854 804.02.11 In the last sentence of the first paragraph, change "automatically" to "automatic".
- 859 804.02.13.1.3 In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
- 879 804.03.19.3.2 In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".
- 879 804.03.19.3.2 In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
- 962 814.02.3 In the first sentence, change "710.03" to "Subsection 710.03".
- 976 820.03.2.1 In the first sentence, change "803.02.6" to "803.03.1.7".
- 976 820.03.2.2 In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
- 985 Index Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

- 4 -

#### SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

DATE: 04/14/2008

#### SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration 400 7<sup>th</sup> Street, SW Washington, DC 20590 (202) 366-2212

or

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc\_page.htm

#### SECTION 904 - NOTICE TO BIDDERS NO. 2937

CODE: (SP)

DATE: 01/11/2010

#### SUBJECT: Reduced Speed Limit Signs

Bidders are advised that all black and white speed limits signs that are used to reduce the speed limit through construction zones shall be covered or removed during times when the Contractor is not performing work. If the Contractor has a routine daytime operation and is not working at night, the signs shall be covered or removed during the nighttime when there is no work activity.

#### SECTION 904 - NOTICE TO BIDDERS NO. 3655

CODE: (SP)

DATE: 10/04/2011

#### **SUBJECT:** Type III Barricade Rails

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers <u>will not be allowed</u> for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or <sup>3</sup>/<sub>4</sub>-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of <sup>3</sup>/<sub>4</sub>-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway\_dept/policy\_guide/road\_hardware/wzd/

#### **SECTION 904 – NOTICE TO BIDDERS NO. 4100**

CODE: (SP)

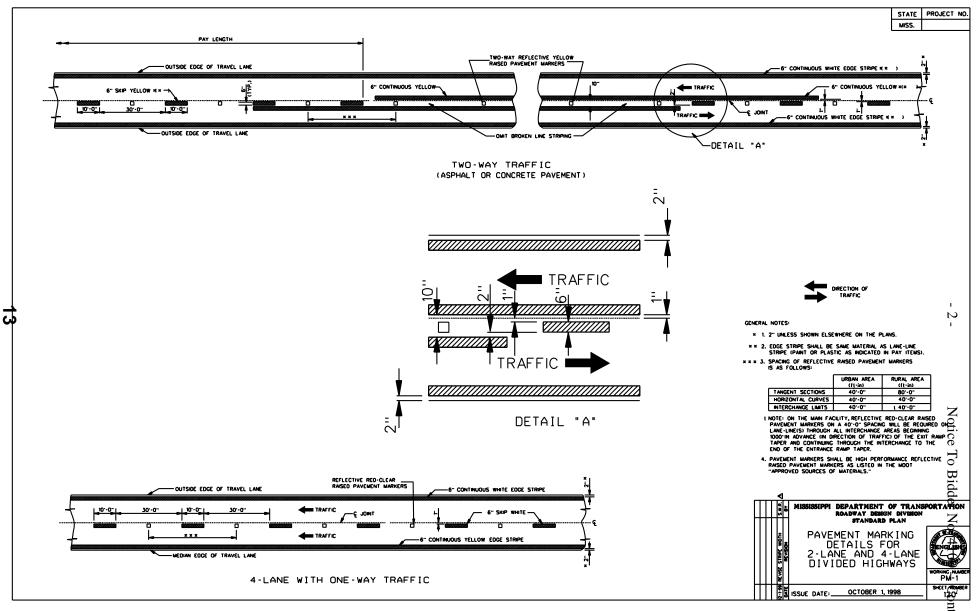
DATE: 09/05/2012

#### **SUBJECT:** Standard Drawings

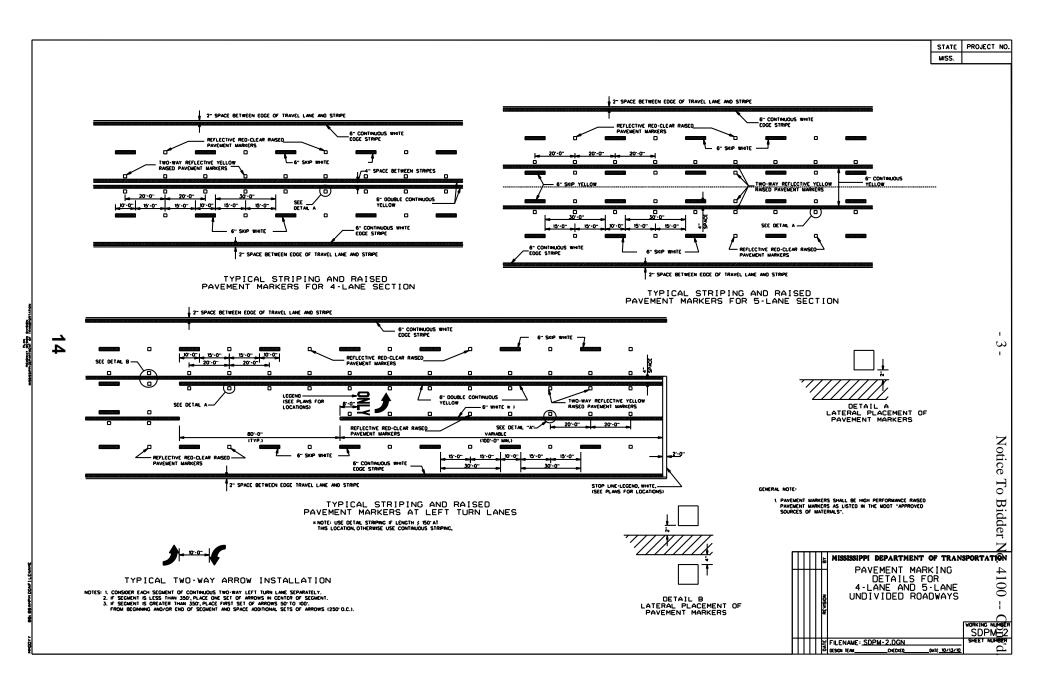
Standard Drawings attached hereto shall govern appropriate items of required work.

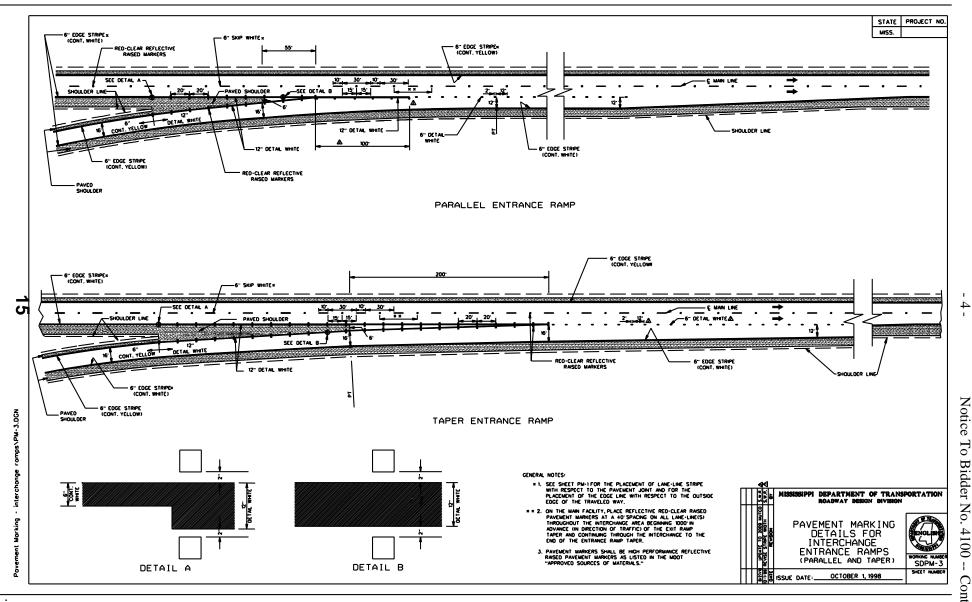
Larger copies of Standard Drawings may be purchased from:

MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460 or FAX: (601) 359-7461 or e-mail: <u>plans@mdot.state.ms.us</u>

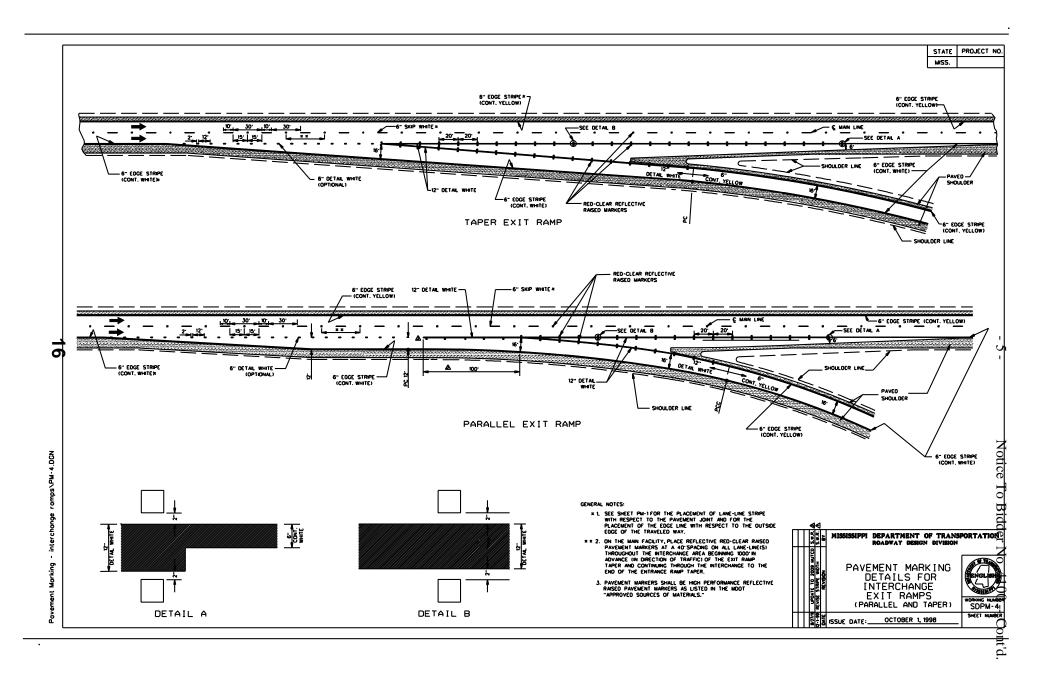


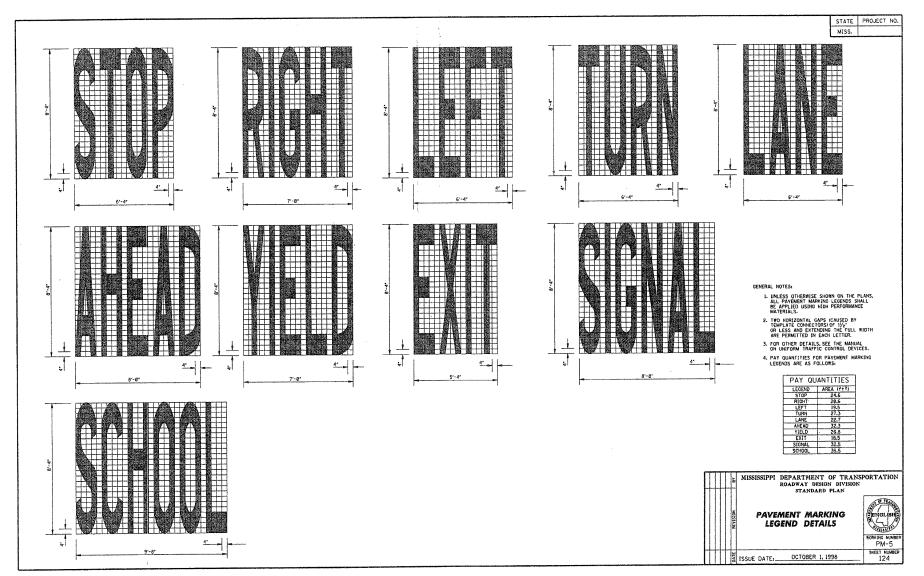
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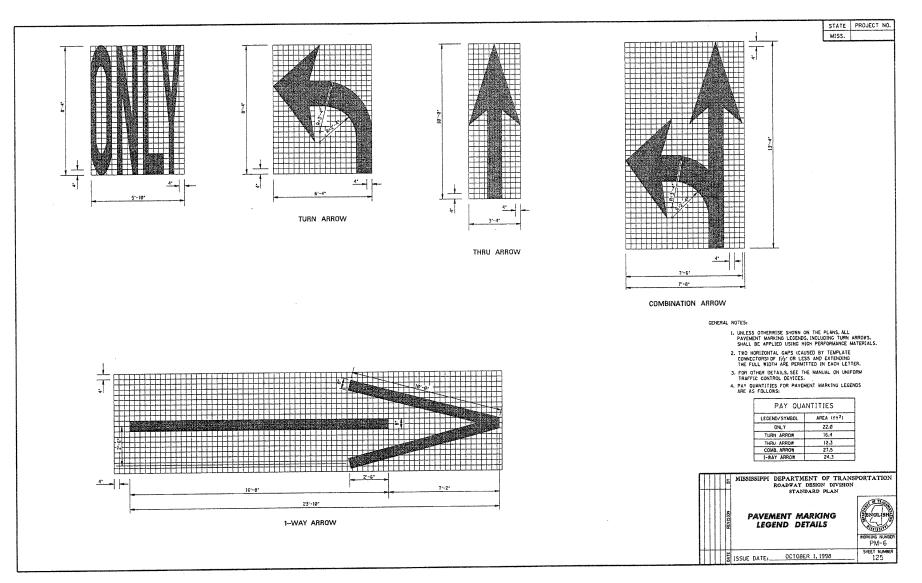




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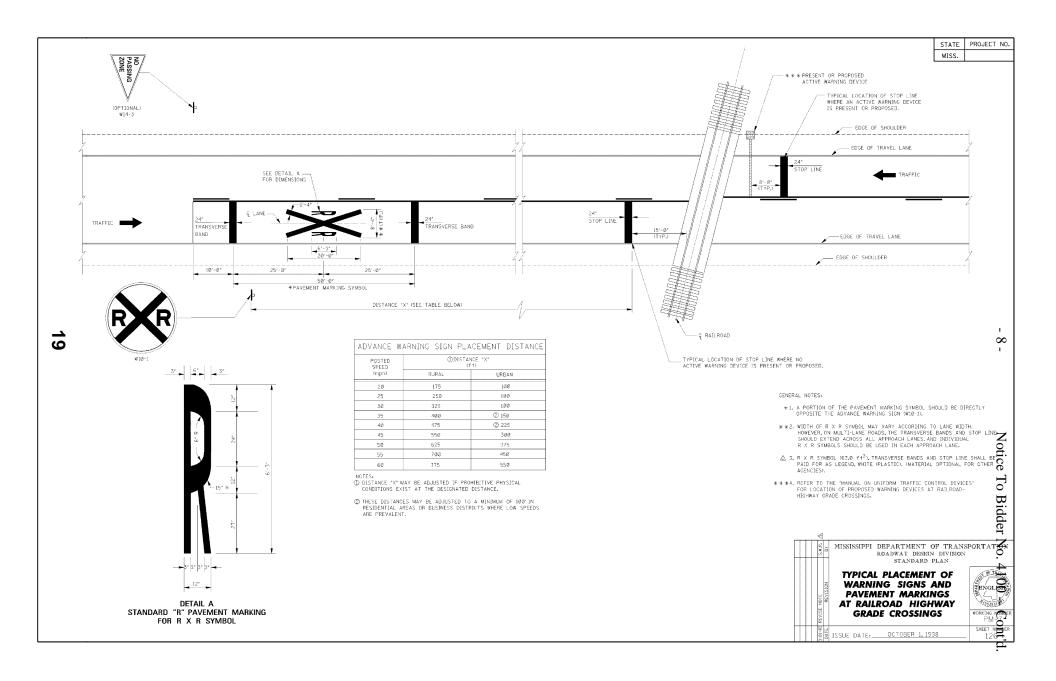


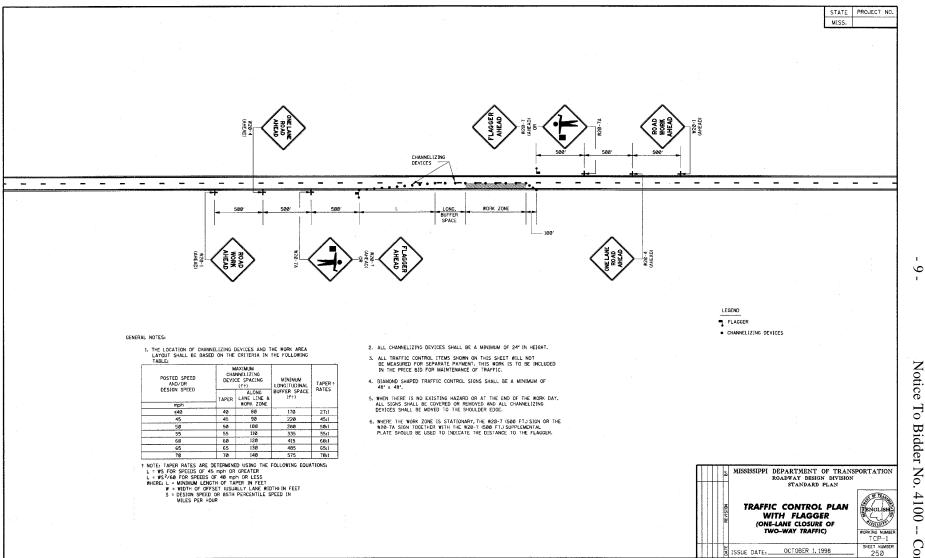


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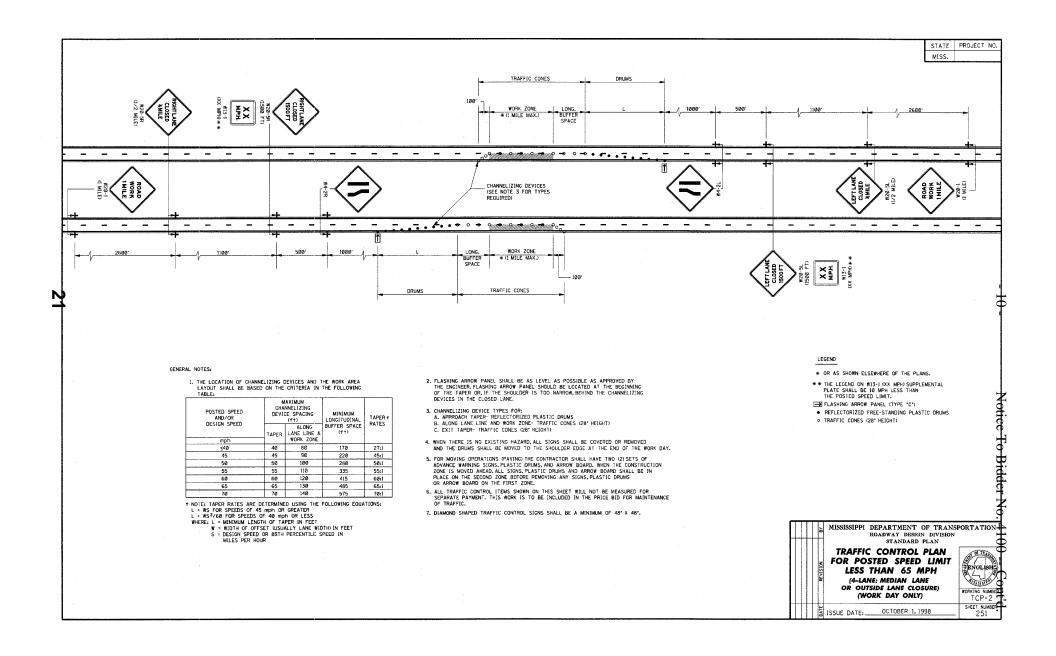
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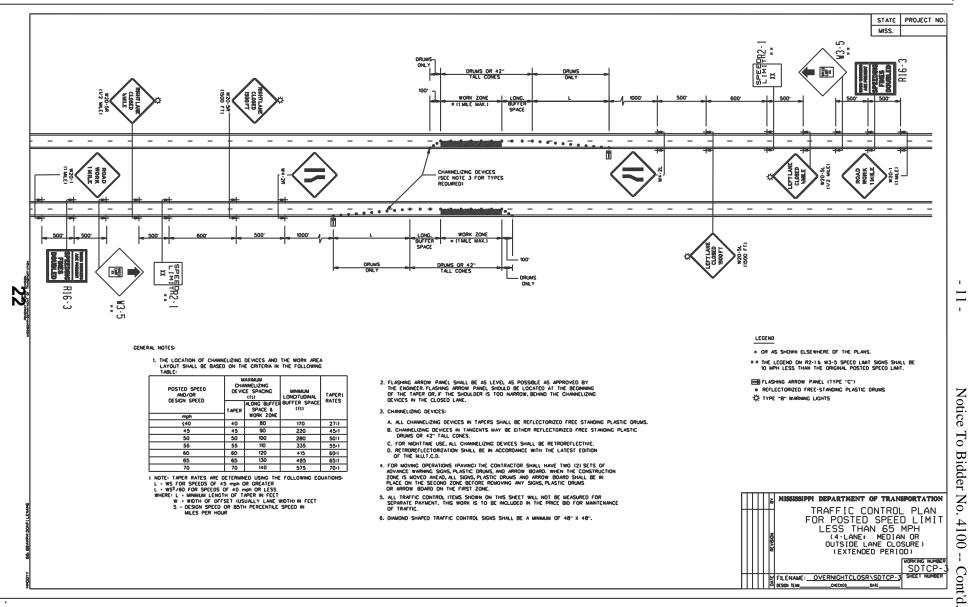
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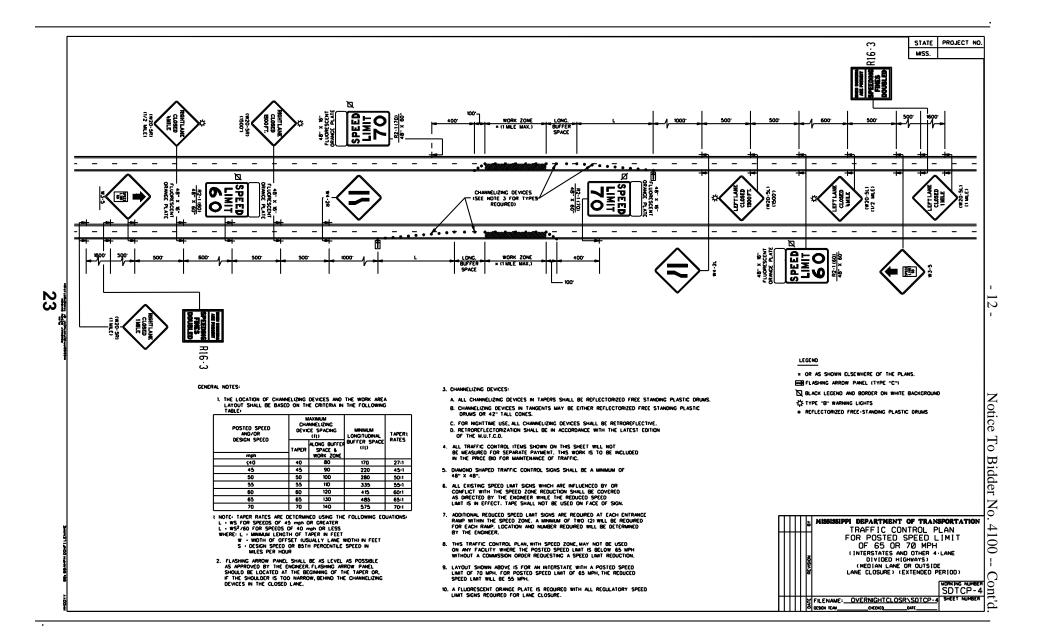


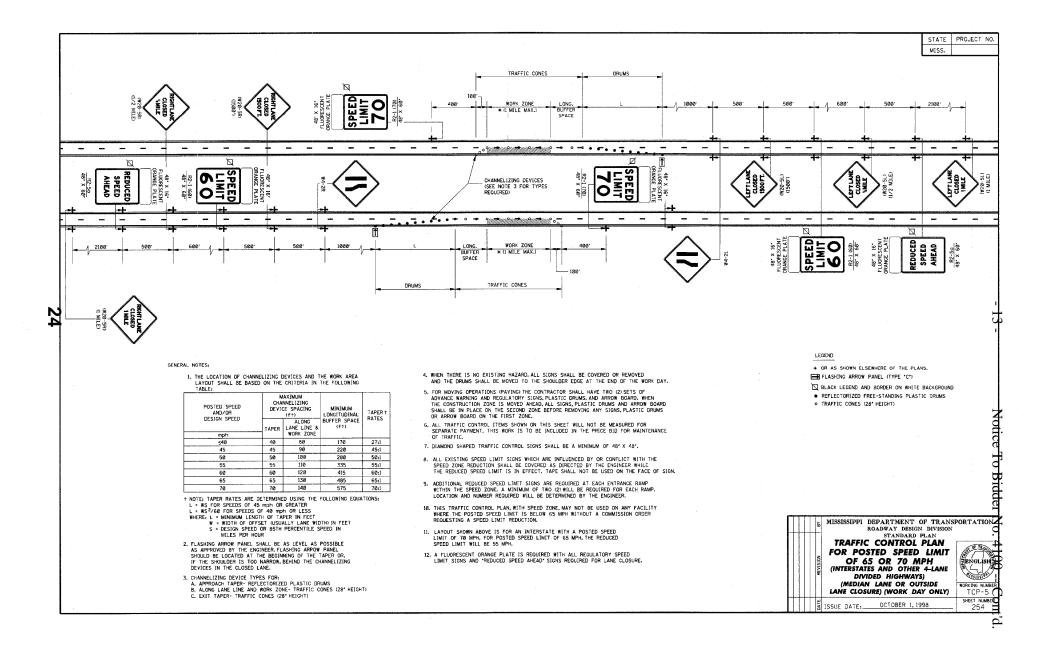


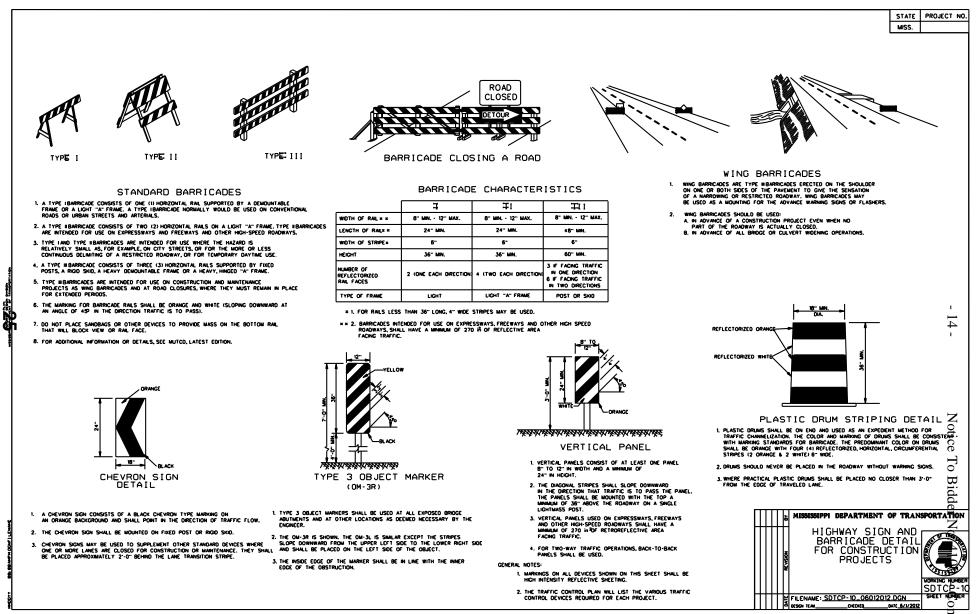
Notice To Bidder No. 4100 ł Cont'd.



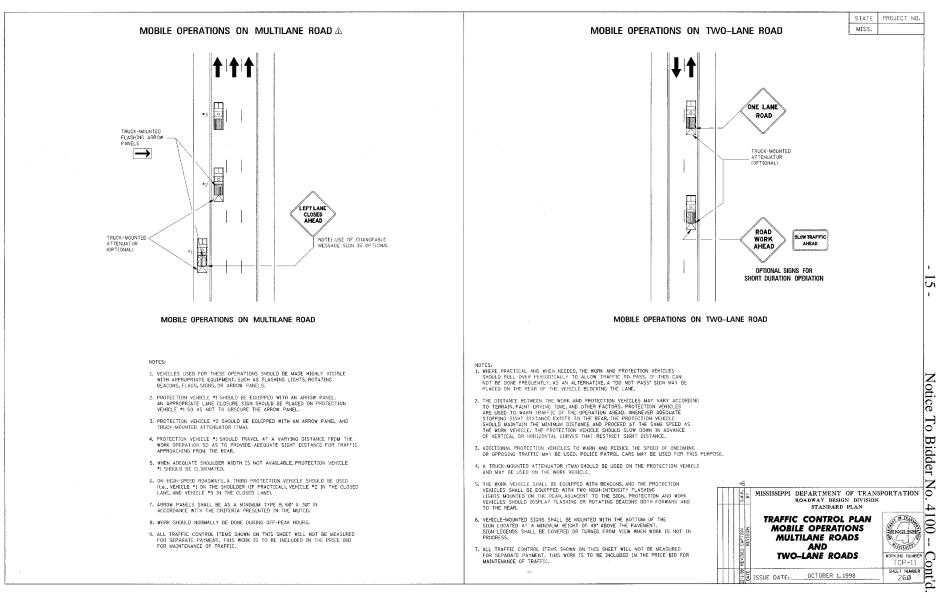


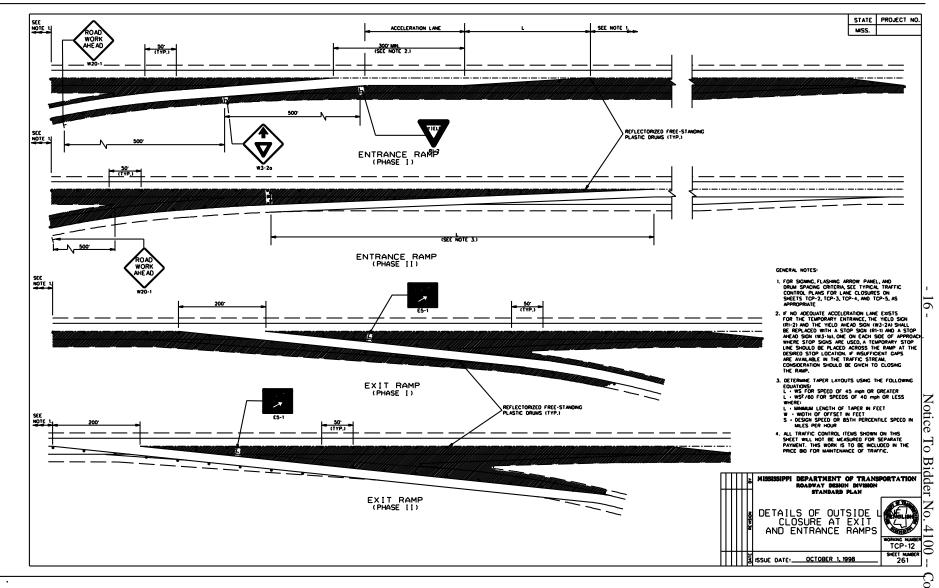




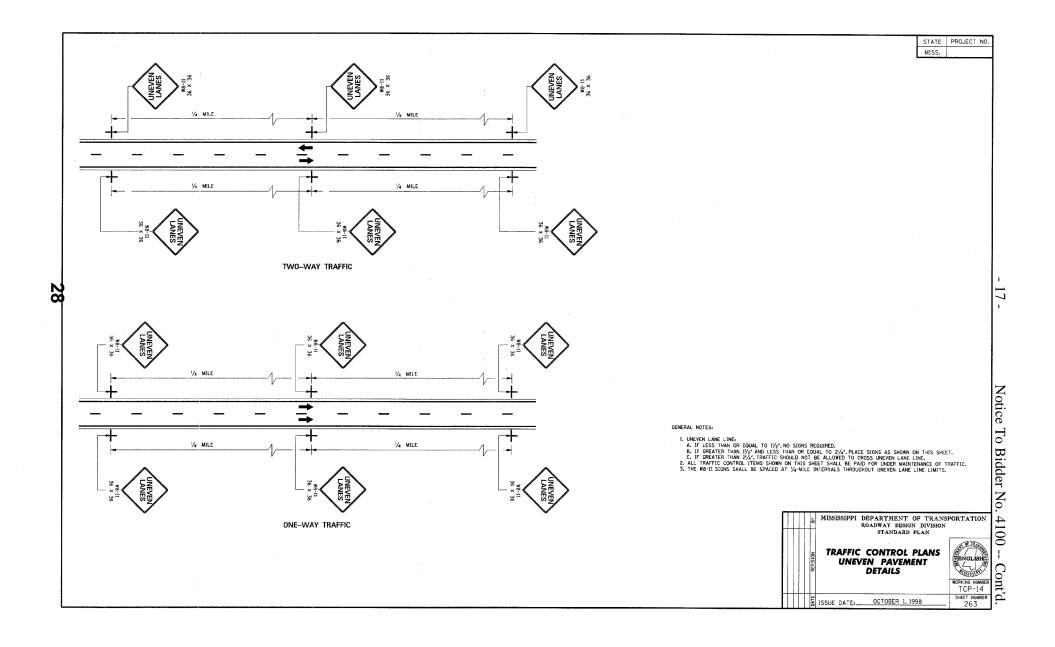


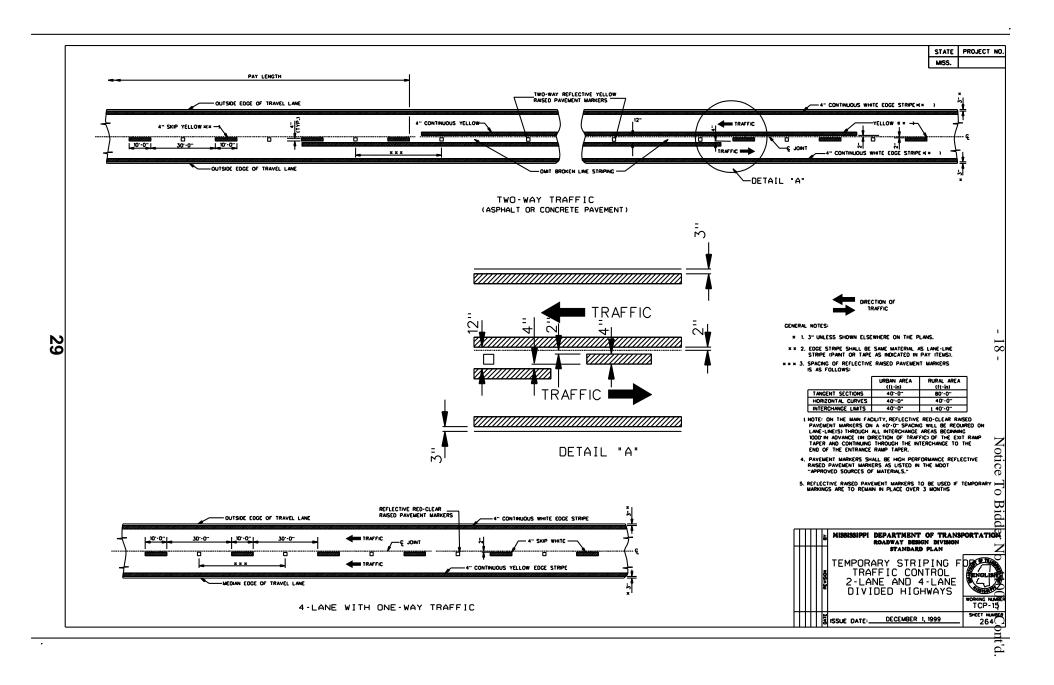
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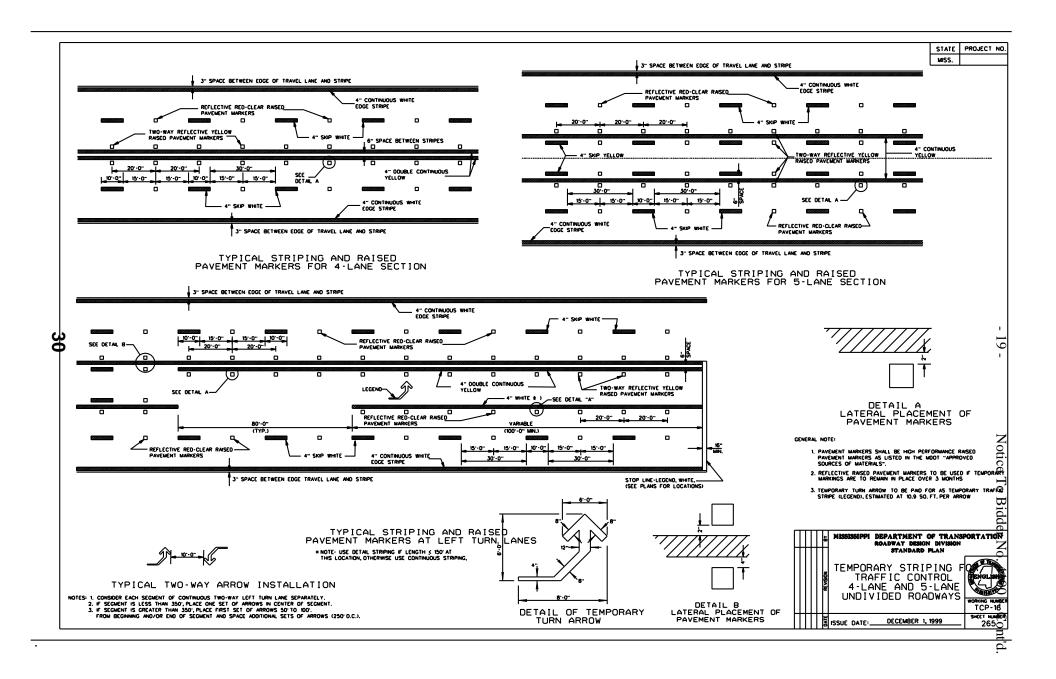




- Cont'd.







#### SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

#### DATE: 11/29/2012

#### **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 Mississippi State Highway right-of-way shall comply with this 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".

More information regarding high visibility safety apparel can be found at the following sites.

http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf

http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv

#### SECTION 904 - NOTICE TO BIDDERS NO. 4464

CODE: (SP)

DATE: 4/2/2013

**SUBJECT:** Contract Time

#### PROJECT: MP-7000-00(149) / 304707301 – District 7

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>October 4, 2013</u> which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than be <u>June 11, 2013</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>July 11, 2013</u>.

Should the Contractor request a Notice to Proceed earlier than <u>July 11, 2013</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date. The Contractor's erosion control plan will have to be approved prior to issuing an early Notice to Proceed.

#### SECTION 904 - NOTICE TO BIDDERS NO. 4465

CODE: (SP)

DATE: 03/26/2013

**SUBJECT:** Scope of Work

#### **PROJECT:** MP-7000-00(149) / 304707301 – District 7

The contract documents do not include an official set of construction plans, but may, by reference, include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings". All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

The work to be accomplished using the pay items and corresponding specifications set forth in the contract shall consist of the following.

The Contractor shall be responsible for furnishing and placing High Performance Raised Pavement Markers (HPRPMs) in accordance with the enclosed Standard Drawings CRPMSR-2, CRPMSR-4, PM-1, PM-2, TCP-6, and TCP-11 as applicable. Also enclosed are maps of each county within the District showing the routes, or segments of routes, on which HPRPMs are to be placed.

The Contractor shall be responsible for removal of all existing raised pavement markers (RPMs) on any route where they are currently located prior to placement of the new HPRPMs. The Contractor shall take all necessary precautions to insure that the underlying pavement is not damaged during the removal process. At the discretion of the Engineer, existing pavement markers that are severely embedded into the pavement may be allowed to remain. In no case shall existing RPMs be removed more than one (1) week prior to the placement of the new HPRPMs. This work will not be measured for separate payment. Its cost shall be included in the unit prices of other work items bid.

The Contractor will further be responsible for establishing all necessary controls to insure that the raised pavement markers are installed in a uniform line in accordance with the above referenced standard drawings. The Contractor is responsible for all pavement surface cleaning or other preparations necessary prior to the placement of the HPRPMs to insure a proper bond. This work will not be measured for separate pay, but its cost shall be included in the unit prices of other bid items.

The Contractor shall provide all traffic control devices in accordance with the Traffic Control Plan as called for in the standard drawings and the MUTCD (Payment shall be included in the price bid for Pay item No. 618-A Maintenance of Traffic).

The Contractor is further advised that at the final inspection, all HPRPMs that are missing or damaged shall be replaced and will not be measured for separate payment.

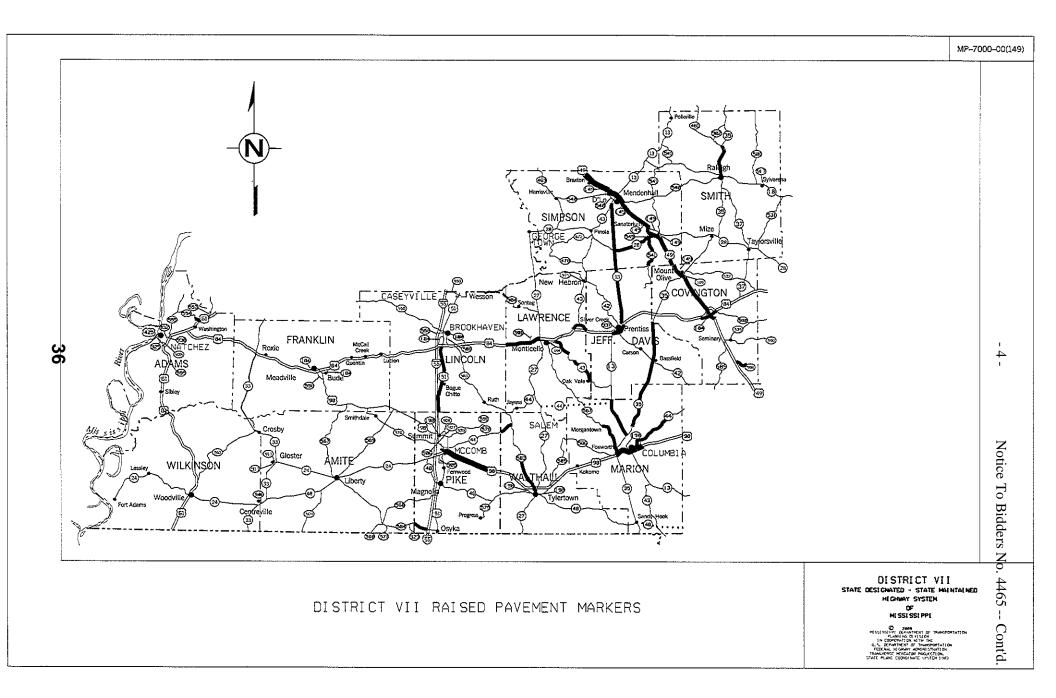
Other incidental work that is necessary to complete the work will not be measured for separate payment and the cost shall be included in the unit prices of other bid items.

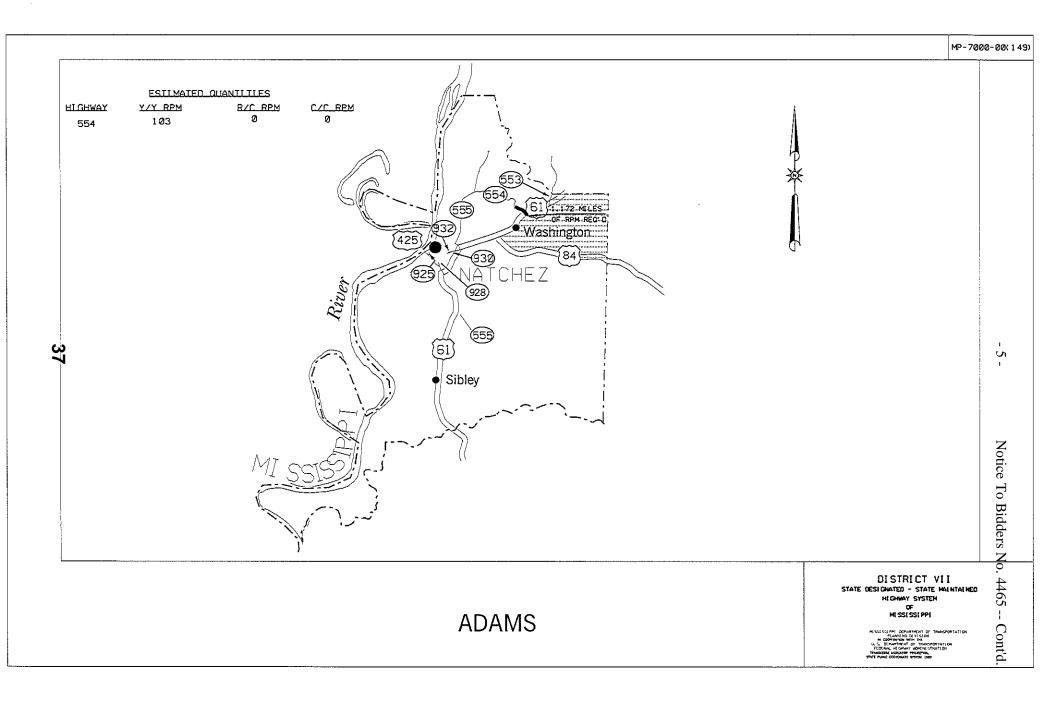
# MP-7000-00(149)/304707 DISTRICT 7

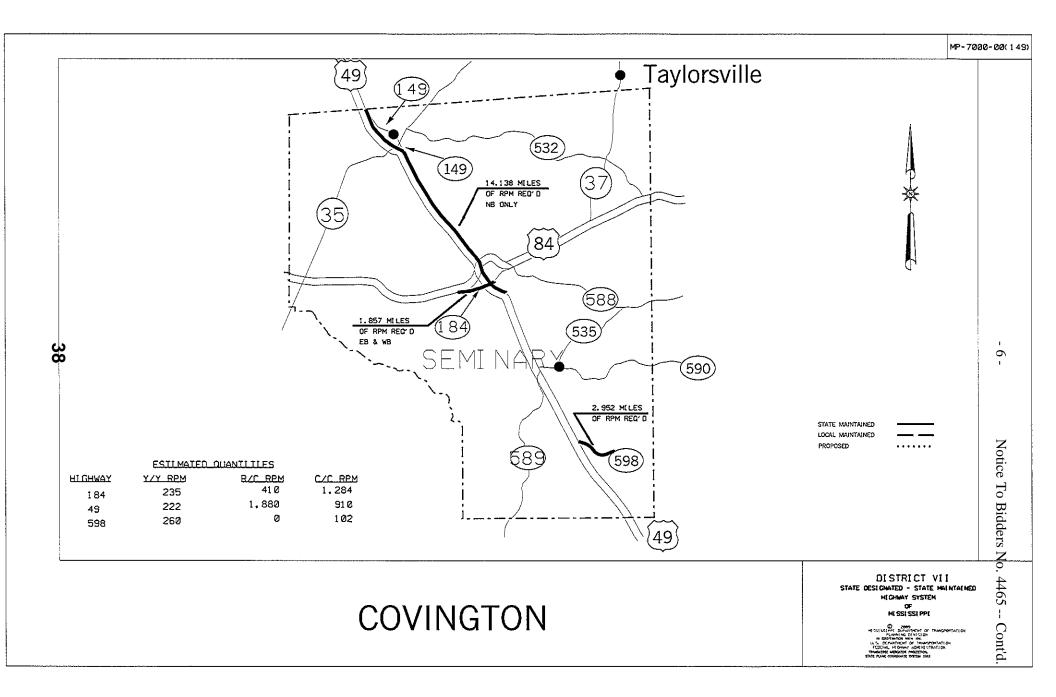
COUNTY	HIGHWAY	BEGIN	END	LENGTH	Y/Y RPM	R/C RPM	C/C RPM	REMARKS
ADAMS	554	4.485	5.657	1.172	103	0	0	SR 554 FROM AIRPORT EAST TO US 61
TOTALS					103	0	0	
COVINGTON	184	0.000	1.857	1.857	235	410	1,284	SR 184 FROM US 84 EAST TO INT. SOUTH FIR AVE
COVINGTON	49	14.615	28.753	14.138	222	1,880	910	US 49 FROM JUST SOUTH OF KOLA RD NORTH TO SIMPSON CL (NB ONLY)
COVINGTON	598	0.000	2.952	2.952	260	0	102	SR 598 FROM US 49 EAST TO ESM
TOTALS					717	2,291	2,296	
JEFFERSON DAVIS	35	0.000	12.396	12.396	1,276	0	1,390	SR 35 FROM MARION CL NORTH TO SIMPSON CL
JEFFERSON DAVIS	13	13.880	24.744	10.864	956	0	714	SR 13 FROM INT US 84 NORTH TO SIMPSON CL
JEFFERSON DAVIS	184	1.076	3.432	2.356	434	238	800	SR 184 FROM 4-LANE EAST TO INT SR13 IN PRENTISS
TOTALS					2,665	238	2,904	
LAWRENCE	84	0.000	4.916	4.916	99	1,086	638	US 84 FROM LINCOLN CL EAST TO SR 27
LAWRENCE	184	6.913	10.136	3.223	334	0	472	SR 184 FROM US 84 EAST TO US 84 EAST (SILVER CREEK BY-PASS)
LAWRENCE	43	0.000	5.769	5.769	568	0	408	SR 43 FROM JEFFERSON DAVIS CL NORTH TO ARM
4 LAWRENCE	43	6.819	12.212	5.393	480	0	34	SR 43 FROM ARM (BSM) NORTH TO SR 184
TOTALS					1,480	1,086	1,552	
LINCOLN	51	0.000	13.800	13.800	1,394	0	1,356	US 51 FROM PIKE CL NORTH TO INT US 84
TOTALS					1,394	0	1,356	
MARION	35	22.963	31.923	8.960	893	0	780	SR 35 FROM NEAR PITTMAN RD NORTH TO JEFFERSON DAVIS COUNTY LINE
MARION	98	9.408	15.611	6.203	186	1,371	1,214	US 98 FROM INT SR 35 SOUTH EAST TO INT SR 198 EAST
MARION	13	14.397	22.105	7.708	783	0	780	SR 13 FROM INT SR 35 NORTH TO JEFFERSON DAVIS COUNTY LINE
MARION	587	0.000	7.710	7.710	753	0	510	SR 587 FROM INT US 98 NORTH TO INT MORGANTOWN RD
MARION	44	0.000	5.746	5.746	556	0	406	SR 44 FROM INT SR 198 EAST TO BROOM CLAN/ROCKY BRANCH RD
TOTALS					3,172	1,371	3,690	
PIKE	584	0.000	4.800	4.800	472	0	340	SR 584 FROM AMITE COUNTY LINE EAST TO US 51
PIKE	98	5.480	8.983	3.503	1,096	774	1,612	US 98 FROM RAILROAD BRIDGE EAST TO D&B ASPHALT PLANT
TOTALS					1,569	774	1,952	
PAGE TOTALS					11,100	5,761	13,750	

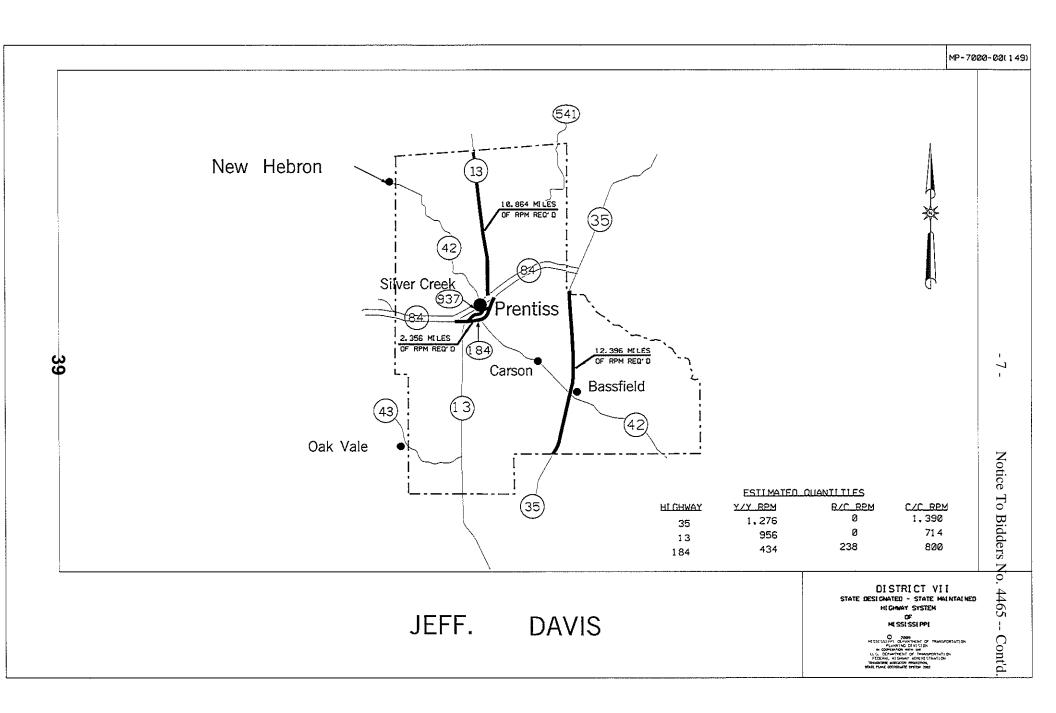
### MP-7000-00(149)/304707 DISTRICT 7

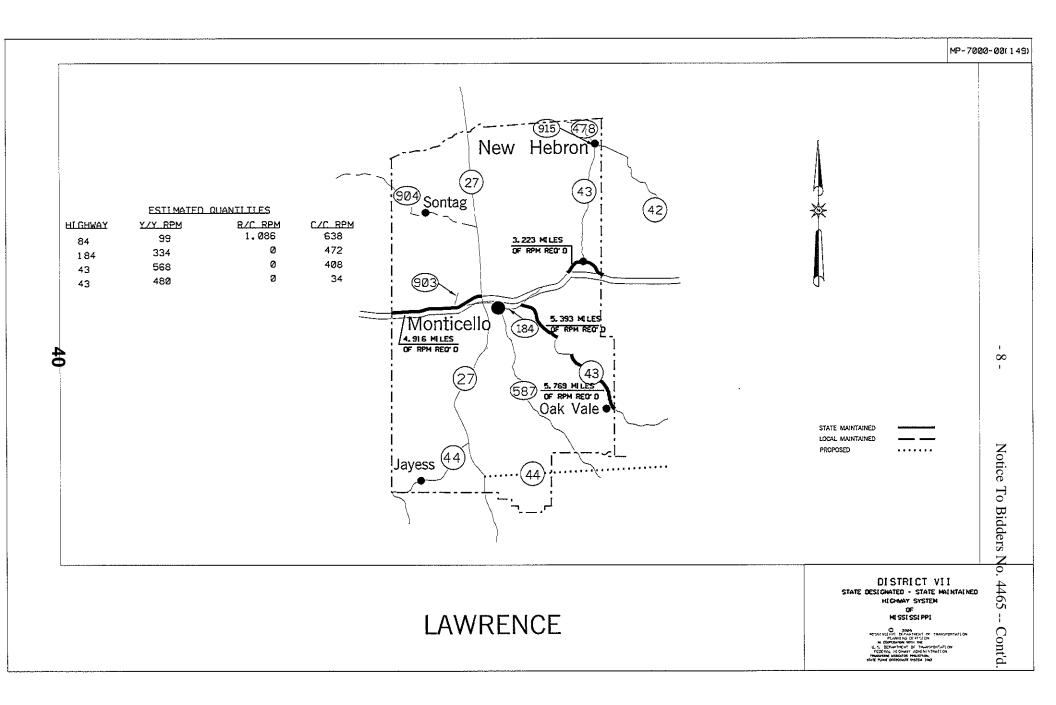
	COUNTY	HIGHWAY	BEGIN	END	LENGTH	Y/Y RPM	R/C RPM	C/C RPM	REMARKS
	SIMPSON	49	15.948	26.952	11.004	249	2,532	1,284	US 49 FROM INT SR 149S @ MENDENHALL NORTH TO RANKIN COUNTY LINE
	SIMPSON	541	0.000	6.515	6.515	608	0	238	SR 541 FROM COVINGTON COUNTY LINE NORTH TO SR 28
	SIMPSON	13	0.000	13.629	13.629	1,254	0	374	SR 13 FROM JEFFERSON DAVIS C L NORTH TO MELLONWOODS LN NEAR MENDENHALL
	SIMPSON	49	0.000	15.948	15.948	410	2,121	1,860	US 49 FROM COVINGTON CL NORTH TO SR 149S @ MENDENHALL (SB ONLY)
	SIMPSON	28	17.194	26.394	9.200	1,090	0	1,222	SR 28 FROM SR 13 EAST TO US 49
	TOTALS					3,611	4,653	4,978	
	SMITH	35	19.971	26.328	6.357	599	0	272	SR 35 FROM SR 18 NORTH TO SR 481
	TOTALS					599	0	272	
	WALTHALL	583	0.000	12.677	12.677	1,156	0	272	SR 583 FROM INT SR 27 NORTH TO MANNINGS CROSSING RD
	WALTHALL	44	0.000	2.826	2.826	274	0	170	SR 44 FROM PIKE CL EAST TO INT SR 583
	TOTALS					1,429	0	442	
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	TOTALS					5,640	4,653	5,692	
	PROJECT TOTALS					, 16,740	, 10,414	, 19,442	
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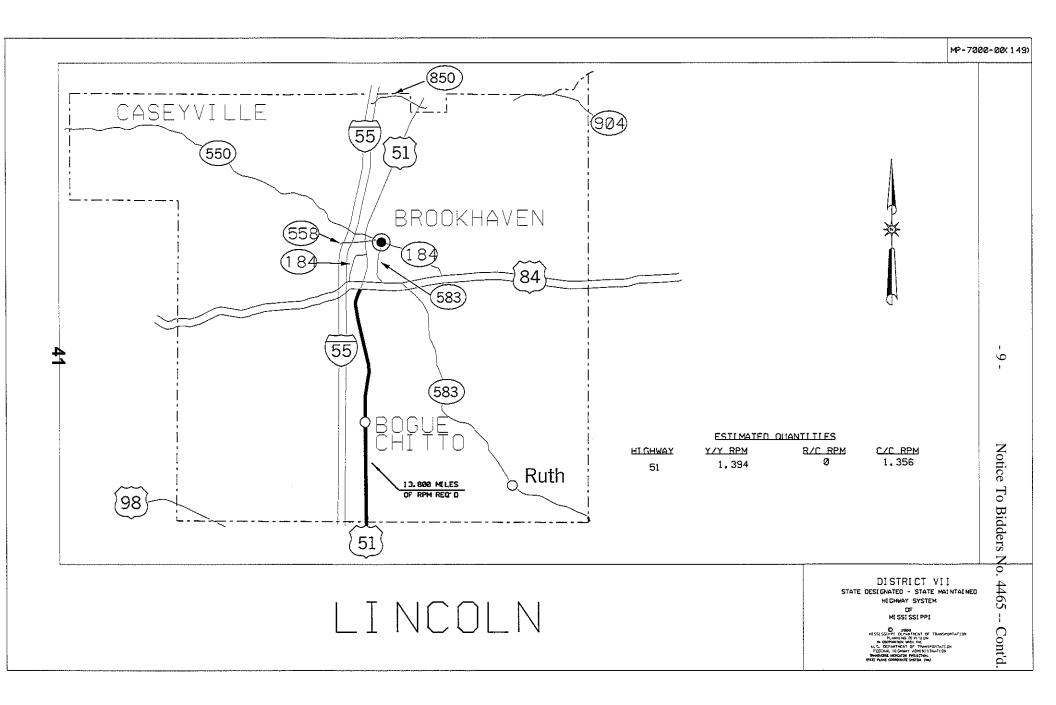


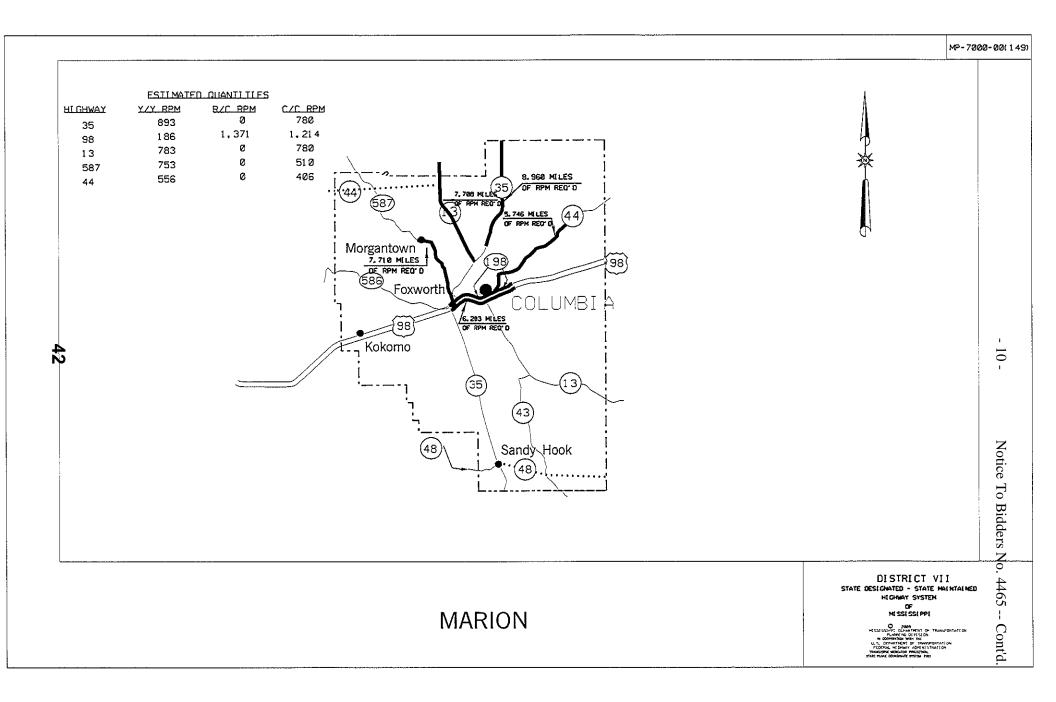


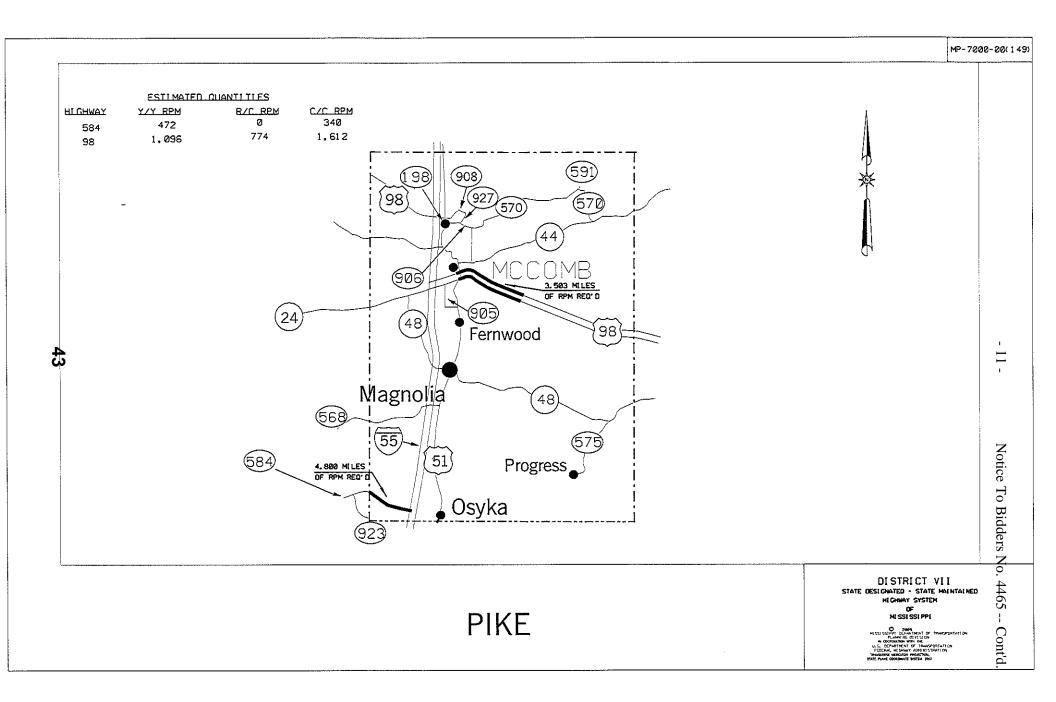


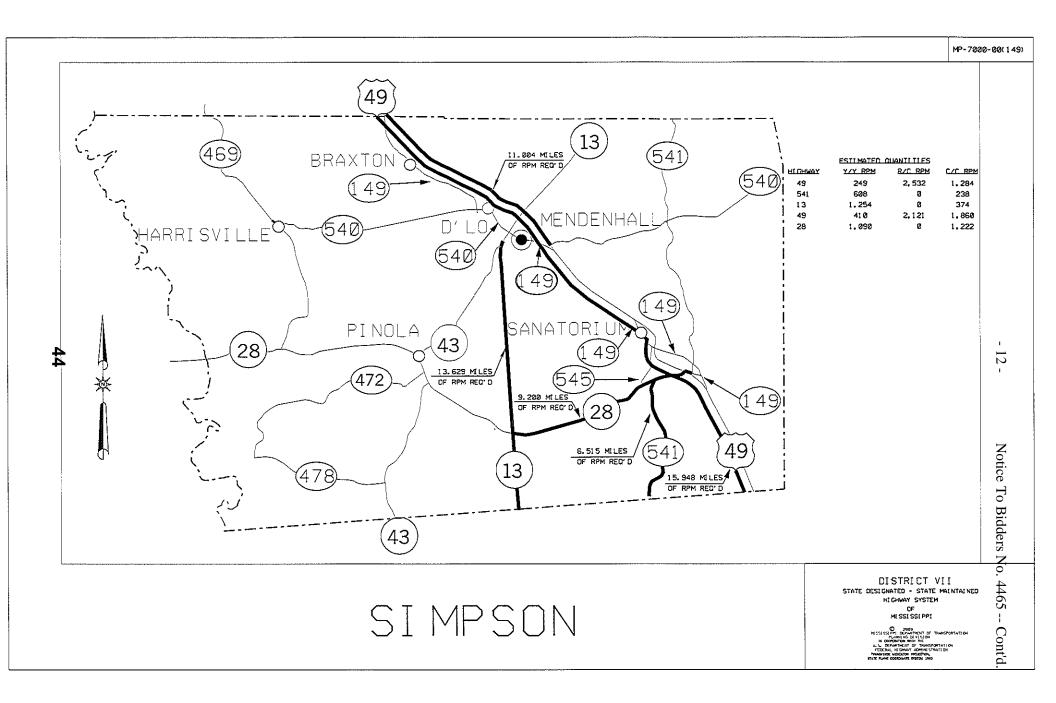


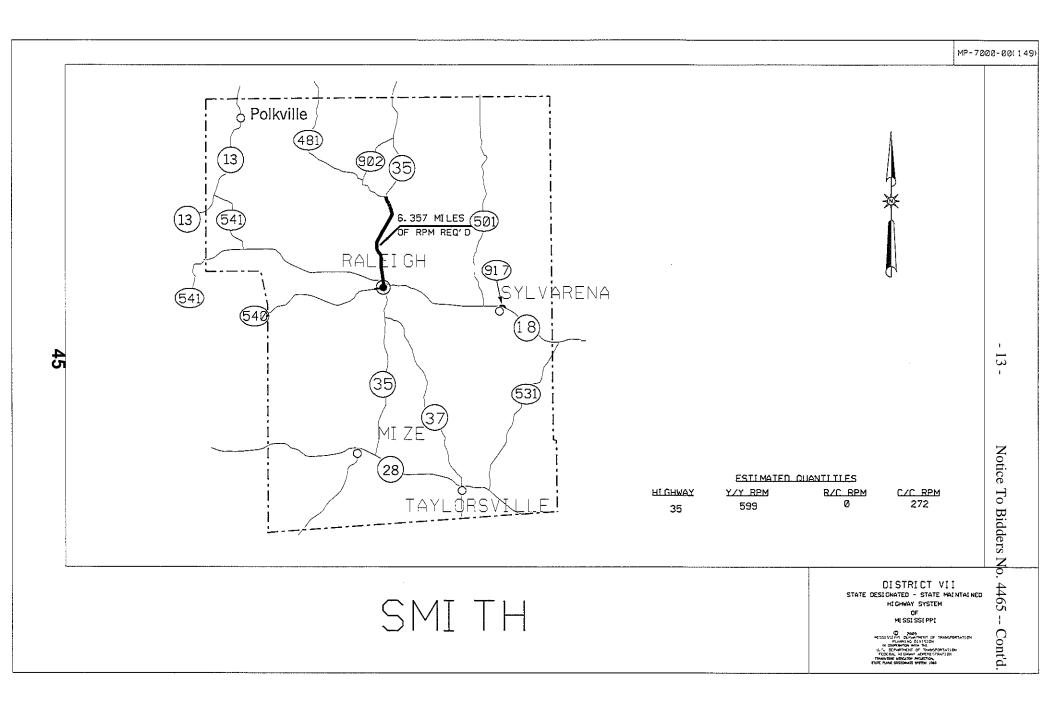


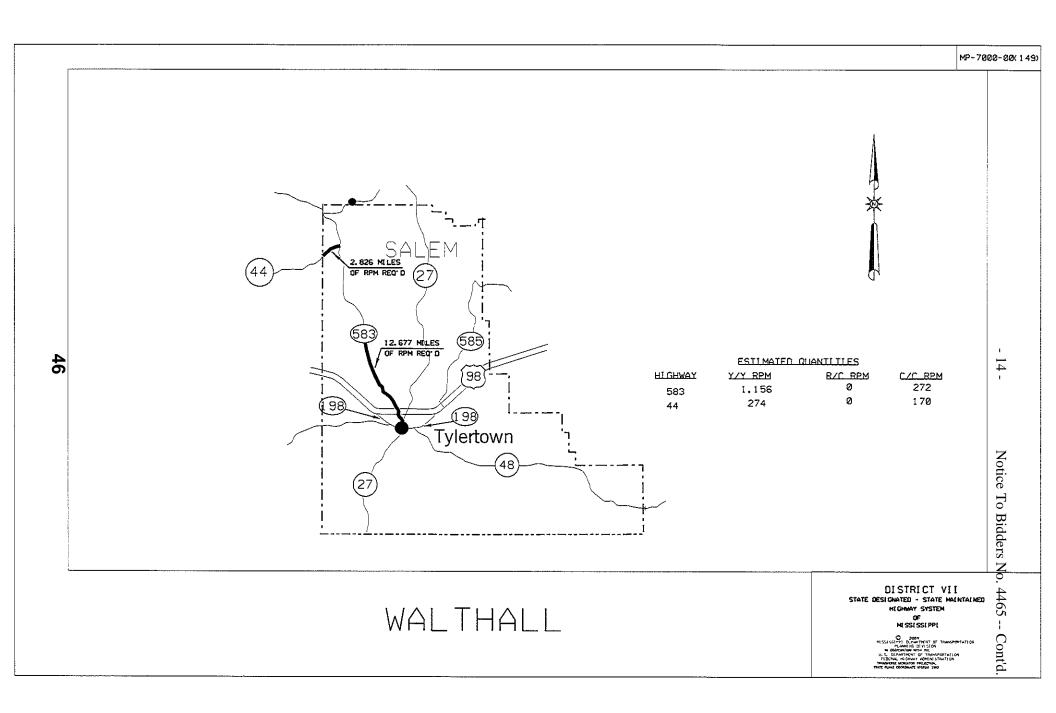


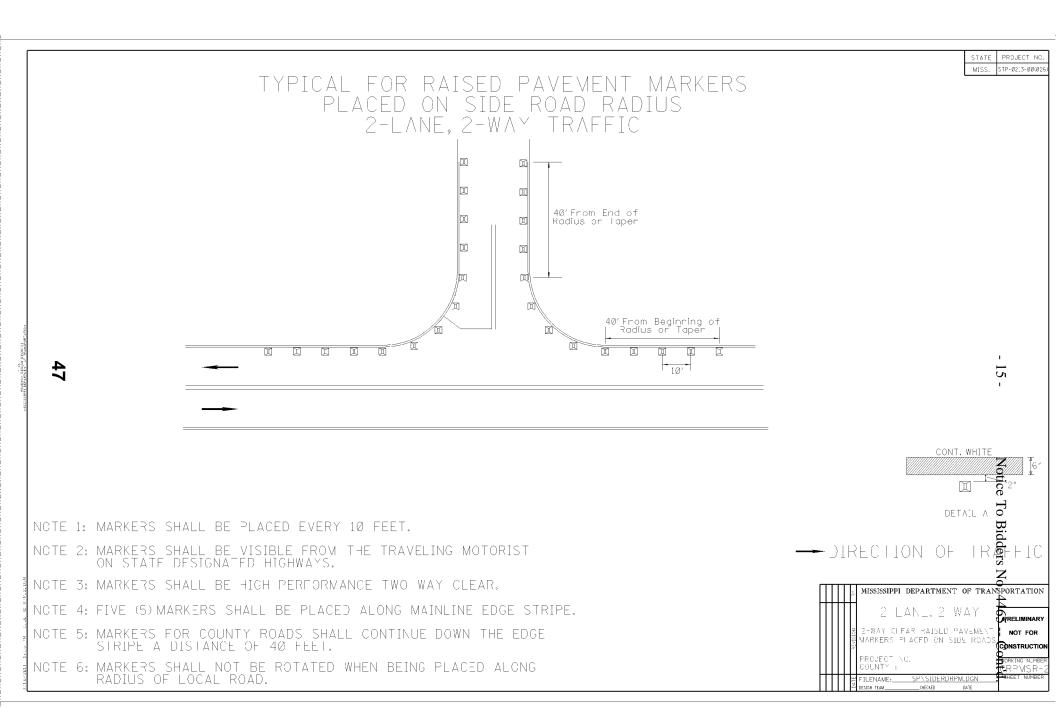


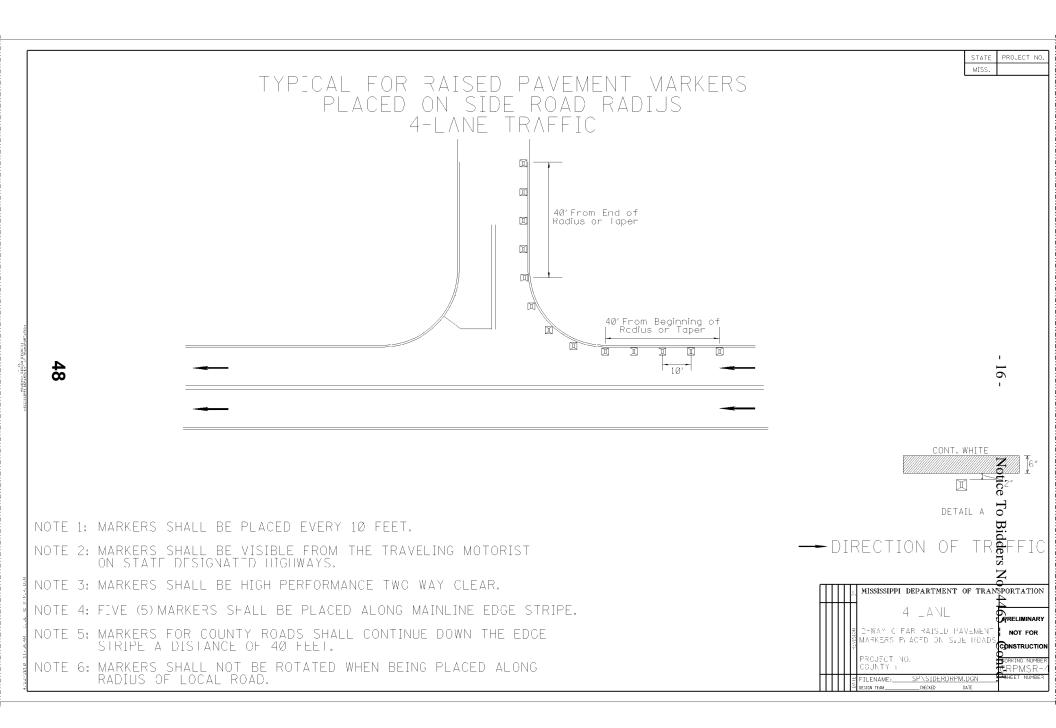


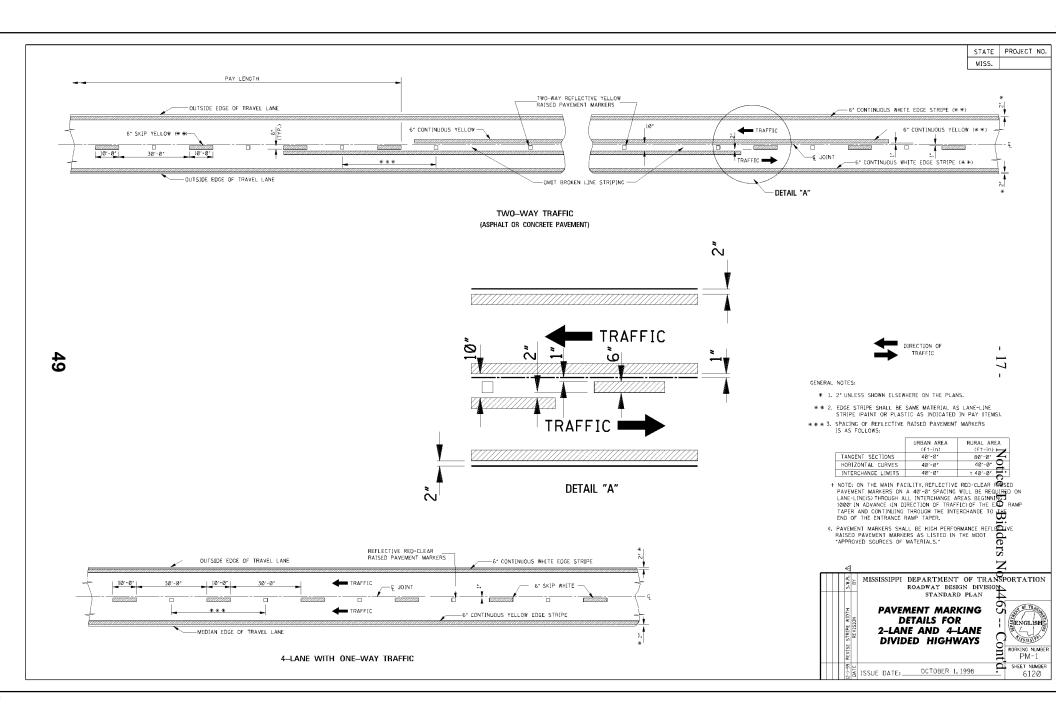


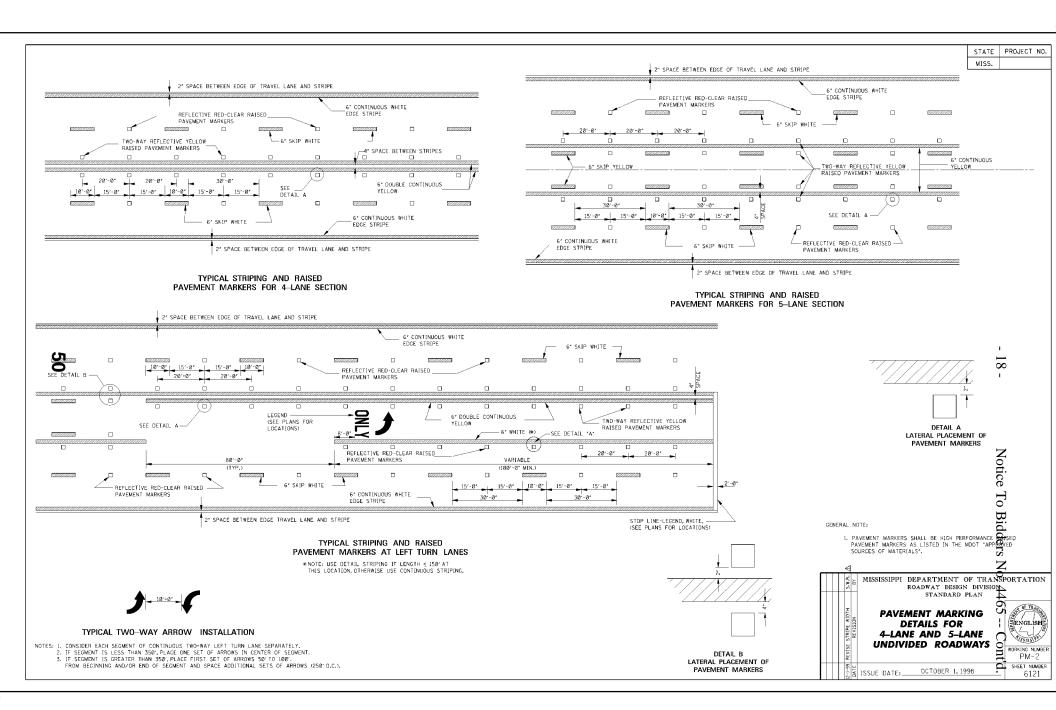


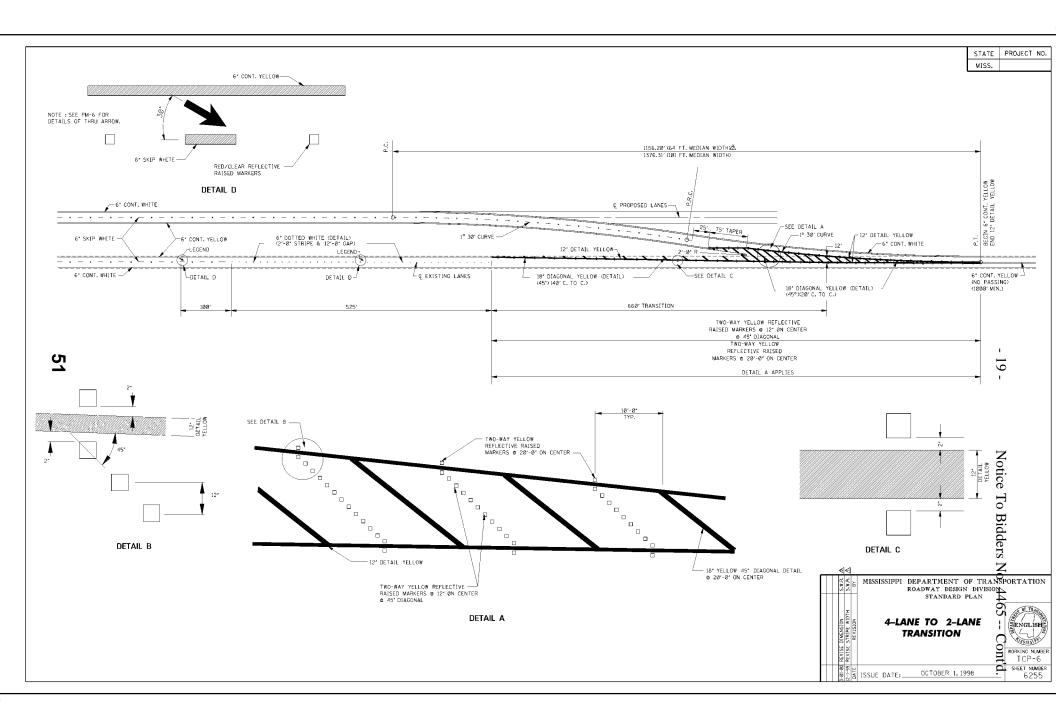


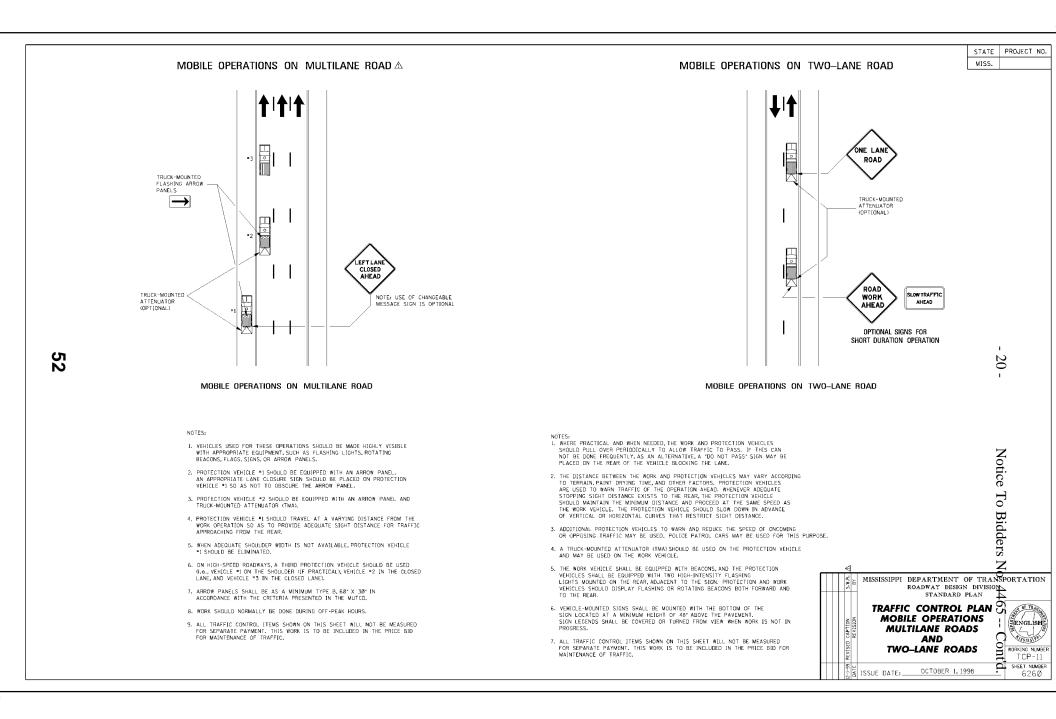












### SECTION 904 - NOTICE TO BIDDERS NO. 4487

CODE: (SP)

### DATE: 04/23/2013

#### **SUBJECT:** Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the <u>www.gomdot.com</u> current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on Tuesday prior to the letting on Wednesday. Answers to questions will be posted by 6:00 p.m. on Tuesday prior to the letting on Wednesday. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project.

### **SPECIAL PROVISION NO. 907-101-4**

CODE: (IS)

DATE: 11/05/2008

#### **SUBJECT: Definitions**

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-101.02--Definitions.</u> Replace the following definitions in Subsection 101.02 on pages 3 through 13.

**Contract** - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

**Contract Bonds** - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

**Surety** - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

**Performance Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

**Payment Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-102-8

### DATE: 04/24/2013

### **SUBJECT:** Bidding Requirements and Conditions

Delete Subsection 907-102.06 on page 1, and substitute the following.

**<u>907-102.06--Preparation of Proposal.</u>** Delete the first paragraph of Subsection 102.06 on page 17, and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department and shall include Expedite Bid printed bid sheets along with the bid data on the MDOT-supplied USB Flash Drive. Expedite Bid System (EBS) files shall be downloaded from the Department's website <u>http://mdot.ms.gov</u>. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18, and substitute the following.

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package (with all forms completed and signed) will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09. Bids submitted using any other form, format or means will result in an irregular bid. The bidder's bid data shall be saved on the MDOT-supplied USB Flash Drive and submitted with the bid. Failure to return the USB Flash Drive with bid data will result in an irregular bid. If a Bidder is submitting bids on multiple proposals, the bid data for all proposals can be included on one flash drive and submitted with any of the bid envelopes.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, <u>http://mdot.ms.gov</u>. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash

drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

- 2 -

## SPECIAL PROVISION NO. 907-102-8

CODE: (IS)

DATE: 01/20/2011

### **SUBJECT:** Bidding Requirements and Conditions

<u>907-102.06--Preparation of Proposal.</u> Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18 and substitute the following:

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, <u>www.gomdot.com</u>.

If bidders submit Expedite Bid generated bid sheets, then the bid sheets included in the proposal should not be completed. The Expedite Bid generated bid sheets should be stapled together, signed and included in the bid proposal package in the sealed envelope. If both the forms in the proposal and the Expedite Bid generated bid sheets are completed and submitted, only the Expedite Bid generated sheets will be recognized and used for the official bid. The USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

<u>907-102.08--Proposal Guaranty</u>. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law. If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

- 2 -

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## SPECIAL PROVISION NO. 907-103-8

CODE: (SP)

### DATE: 12/15/2009

### **SUBJECT:** Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>**907-103.04--Return of Proposal Guaranty</u></u>. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:</u>** 

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

### 907-103.05--Contract Bonds.

<u>907-103.05.1--Requirement of Contract Bonds</u>. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

**<u>907-103.05.2--Form of Bonds</u>**. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

- 2 -

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

<u>907-103.08--Failure to Execute Contract.</u>. In the first sentence of Subsection 103.08 on page 24, change "bond" to "performance and payment bonds".

### SPECIAL PROVISION NO. 907-104-4

CODE: (SP)

DATE: 03/01/2011

#### **SUBJECT:** Disposal of Materials

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-104.05--Removal and Disposal of All Materials From the Project.</u> Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

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

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 12/12/2011

## **SUBJECT:** Control of Work

After Subsection 907-105.05 on page 1, add the following.

<u>**907-105.14--Maintenance During Construction</u></u>. Before the first sentence Subsection 105.14 on page 39, add the following:</u>** 

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

### SPECIAL PROVISION NO. 907-105-6

CODE: (IS)

DATE: 01/20/2011

### SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

<u>907-105.05--Cooperation by Contractor.</u> In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

On projects that include erosion control pay items, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-9

DATE: 08/23/2011

## SUBJECT: Legal Relations and Responsibility to Public

<u>907-107.14.2.2--Railroad Protective.</u> Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 3 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate.

After Subsection 907-107.17 on page 4, add the following:

<u>907-107.18--Contractor's Responsibility for Utility Property and Services</u>. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

## SPECIAL PROVISION NO. 907-107-9

CODE: (IS)

## DATE: 01/20/2011

### SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-107.02--Permits, Licenses and Taxes</u>. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any 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., 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 Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

<u>907-107.14.2--Liability Insurance</u>. Delete Subsection 107.14.2 beginning on page 60 and substitute:

<u>907-107.14.2.1--General</u>. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

- 2 -

<u>907-107.14.2.2--Railroad Protective.</u> The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

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(1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,

- 3 -

- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

<u>907-107.15--Third Party Beneficiary Clause.</u> In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

<u>907-107.17--Contractor's Responsibility for Work.</u> Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

- 4 -

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## SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-24

### DATE: 11/13/2012

### **SUBJECT:** Prosecution and Progress

Before the first sentence of the second paragraph after the Table of Anticipated Productive Days in Subsection 907-108.06.2.2 on page 3, add the following.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Before Subsection 907-108.10 on page 5, add the following.

<u>907-108.07--Failure to Complete the Work on Time</u>. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

### Schedule of Deductions for Each Day of Overrun in Contract Time

Original Cont	<b>Daily Charge</b>	
From More Than	To and Including	Per Calendar Day
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000		3,500

## SPECIAL PROVISION NO. 907-108-24

CODE: (SP)

### DATE: 03/15/2011

#### **SUBJECT: Prosecution and Progress**

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

#### 907-108.01--Subletting of Contract.

<u>907-108.01.1--General</u>. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

<u>**907-108.02--Notice To Proceed.</u>** Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following:</u>

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

<u>**907-108.03--Prosecution and Progress.</u>** Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:</u>

**<u>907-108.03.1--Progress Schedule.</u>** Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

#### 907-108.06.1--Blank.

#### 907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

- 2 -

than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

<u>907-108.06.2.2--Contract Time.</u> The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

#### TABLE OF ANTICIPATED PRODUCTIVE DAYS

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

- 4 -

Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The "percentage of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused

solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

- 5 -

Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided in the contract will be made automatically on the specified completion date as established in the contract, and at a later date if additional conditions so warrant.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

**907-108.06.2.4--Cessation of Contract Time.** When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

<u>907-108.10--Termination of Contractor's Responsibility</u>. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-5

#### DATE: 05/15/2012

#### **SUBJECT:** Measurement and Payment

After the last paragraph of Subsection 907-109.01 on page 1, add the following.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

## SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 1/20/2011

#### **SUBJECT:** Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-109.01--Measurement of Ouantities.</u> Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

<u>907-109.04--Extra and Force Account Work</u>. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

#### <u>907-109.06--Partial Payment.</u>

<u>907-109.06.1--General</u>. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

<u>907-109.07--Changes in Material Costs</u>. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

- 2 -

#### **SPECIAL PROVISION NO. 907-618-1**

CODE: (SP)

DATE: 04/29/2004

#### **SUBJECT:** Additional Signing Requirements

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>**907-618.01.2--Traffic Control Plan**</u>. At the end of Subsection 618.01.2 on page 413, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various location throughout the project. Payment for these signs will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.

#### SECTION 905 - PROPOSAL

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

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, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, 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 herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

- 1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
- 2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
- 3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
- 4. Optional and Alternate items designated must be used throughout the project.

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.

Date \_\_\_\_\_

## $S \ E \ C \ T \ I \ O \ N \quad 9 \ 0 \ 5 \ -- \ P \ R \ O \ P \ O \ S \ A \ L \quad (CONTINUED)$

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of 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, cashier's check or bid bond for <u>five percent (5%) of total bid</u> and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the 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,				
	DATE	<u>.</u>			
		Contractor			
	BY	Signature			
	TITLE				
	ADDRESS				
	CITY, STATE, ZIP				
	PHONE				
	FAX				
	E-MAIL				
(To be filled in if a corporation)					
Our corporation is chartered under the Laws of titles and business addresses of the executives are as following the security of the executives are as following the security of the security o			and	the	names
President		Address			
Secretary		Address			
Treasurer		Address			
The following is my (our) itemized proposal.					

Raised pavement marker removal and replacement on various routes, known as State Project No. MP-7000-00(149) / 304707301 in District 7.

Line	Item Code	Adj	Quantity	Units	<b>Description</b> [Fixed Unit Price]
No.		Code			Roadway Items
0010	618-A001		1	Lump Sum	Maintenance of Traffic
0020	627-J001		19,442	Each	Two-Way Clear Reflective High Performance Raised Markers
0030	627-K001		10,414	Each	Red-Clear Reflective High Performance Raised Markers
0040	627-L001		16,740	Each	Two-Way Yellow Reflective High Performance Raised Markers

#### SECTION 905 - COMBINATION BID PROPOSAL (Continued)

#### **CONDITIONS FOR COMBINATION BID**

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

#### **COMBINATION BID PROPOSAL**

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option \_\_\_\_\* of Subsection 102.11 on the following contracts:

\* Option to be shown as either (a), (b), or (c).

	Project No.	<u>County</u>	Project No.	County
1			6	
2			7	
3			8	
4			9	
5			10	

A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.

B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

## SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Reduction

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9					
10.					

C. If option (c) has been selected, then initial and complete one of the following, go to II. and sign Combination Bid Proposal.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed a total monetary value of \$\_\_\_\_\_\_.

\_\_\_\_\_ I (We) desire to be awarded work not to exceed \_\_\_\_\_ number of contracts.

II. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We), the undersigned, agree to complete each contract on or before its specified completion date.

SIGNED \_\_\_\_\_

# TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI

### CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

(Individual or Firm)

NOTE: Failure to complete the above <u>DOES</u> <u>NOT</u> preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

> Contractor By \_\_\_\_\_

Title

#### CERTIFICATE MUST BE EXECUTED

(Address)

(Address)

(Address)

(Address)

# CERTIFICATION

(Execute in duplicate)

I,	,
(Name of person signing certification)	
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 S	State of Mississippi that
	, Bidder
(Name of Firm, Partnership, or Corporation)	
on Project No. MP-7000-00(149) / 304707301	

in <u>District 7</u> 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

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

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

Signature

(5/29/2008S)

# CERTIFICATION

(Execute in duplicate)

I,	
(Name of	person signing certification)
individually, and in my capacity as	of
	(Title)
	do hereby certify under
(Nam	e 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, Partnershi	p, or Corporation)
on Project No. MP-7000-00(149) / 304707	/301
01110jeet100. <u>101 7000 00(14))7 004707</u>	

in <u>District 7</u> 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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.

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

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

Signature

(5/29/2008S)

#### SECTION 902

#### CONTRACT FOR **MP-7000-00(149) / 304707301**

#### LOCATED IN THE COUNTY(IES) OF **District 7**

#### STATE OF MISSISSIPPI,

#### COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission 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 of 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 Advertisement, 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, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved 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 Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may 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, 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 \_\_\_\_\_, \_\_\_\_.

Contractor (s) By					N	MISSISSIPPI TRANSPORTATION COMMISSION			
Title					By		_		
Signed a	and sealed in	the pr	esenc	e of:	-	Executive Director			
(names a	and addresses	s of w	itness	es)					
						Secretary to the Commission	-		
Award	authorized	by	the	Mississippi	Transportation	Commission in session on the day	of		
			,	, Minu	te Book No	, Page No			
Revised	8/06/2003								

## SECTION 903 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: MP-7000	-00(149) / 304707301
LOCATED IN THE COUNTY(IES) OF:	District 7
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presents: that we,	
	( Contractor )
	cipal, a
	in the State of
and	(Surety)
	-
-	in the State of,
	Mississippi, under the laws thereof, as surety, are held and firmly bound
unto the State of Mississippi in the sum of	
(\$	) Dollars, lawful money of the United States of America, to be paid
to it for which payment well and truly to	b be made, we bind ourselves, our heirs, administrators, successors, or
assigns jointly and severally by these prese	
Signed and sealed this the	e day of A.D
	vhereas the said
principal, has (have) entered into a contra	act with the Mississippi Transportation Commission, bearing the date of
day of	_ A.D hereto annexed, for the construction of certain projects(s)
in the State of Mississippi as mentioned	in said contract in accordance with the Contract Documents therefor, on
file in the offices of the Mississippi Depart	ment of Transportation, Jackson, Mississippi.
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 t contained on his (their) part to be observ	terms, covenants, conditions, guarantees and agreements in said contract, ed, done, kept and performed and each of them, at the time and in the

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 Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission 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

#### **SECTION 903 - CONTINUED**

the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of 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, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, 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. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee 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 and seals this the	day of A.D
(Contractors) Principal	Surety
Зу	By By(Signature) Attorney in Fact
	(Signature) Attorney in Fact
	Address
Title	
(Contractor's Seal)	(Printed) MS Agent
	(Signature) MS Agent
	Address
	(Surety Seal)
	Mississippi Insurance ID Number



# **BID BOND**

KNOW ALL MEN BY TH	ESE PRESENTS, that we			
			Contractor	
			Address	
			City, State ZIP	
as Principal, hereinafter call	ed the Principal, and		Surety	
a corporation duly organized	d under the laws of the state o	of		
	the Surety, are held and firm			son, Mississippi
As Obligee, hereinafter call	ed Obligee, in the sum of <b>Fiv</b>	ve Per Cent (5%	b) of Amount Bid	
			Dollars (\$	)
	sum will and truly to be ma accessors and assigns, jointly			ind ourselves, our heirs,
	as submitted a bid for <b>Raise</b> MP-7000-00(149) / 304707			ment on various routes,
said Principal will, within t performance of the terms a will pay unto the Obligee t which the Obligee legally co	ondition of this obligation is s he time required, enter into a nd conditions of the contract, he difference in money betw ontracts with another party to reunder exceed the penal sum	a formal contract, then this obligation the the amount perform the work	t and give a good and suff ation to be void; otherwise of the bid of the said Prin	icient bond to secure the the Principal and Surety cipal and the amount for
Signed and sealed this	day of	, 20		
			(Principal)	(Seal)
		By:		
(Wi	itness)		(Name)	(Title)
			(Surety)	(Seal)
		B <sub>v</sub> ,		
(Wi	itness)	By:	(Attorney-in-Fa	uct)
			MS Agent	

Mississippi Insurance ID Number