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14 -



SM No. CMP6000002561

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

14

Chip Seal on Various Routes in District 6, known as State Project No. MP-6000-00-(256) / 306111301 in District Wide.

Project Completion: 09/29/2017

**(STATE DELEGATED)**

### NOTICE

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

Electronic addendum updates will be posted on [www.gomdot.com](http://www.gomdot.com)

# SECTION 900

## OF THE CURRENT

### 2017 STANDARD SPECIFICATIONS

### FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
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03/29/2017 06:20 AM

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, April 25, 2017, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Chip Seal on Various Routes in District 6, known as State Project No. MP-6000-00-(256) / 306111301 in District Wide.

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Governing Specifications**

The current (2017) 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 within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at [shopmdot/default.aspx?StoreIndex=1](http://shopmdot/default.aspx?StoreIndex=1).

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 2004 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 2017 Edition of the Standard Specifications.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 9**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Federal Bridge Formula**

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, 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://www.ops.fhwa.dot.gov/Freight/publications/brdg\\_frm\\_wgths/bridge\\_formula\\_all\\_rev.pdf](http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wgths/bridge_formula_all_rev.pdf)

An on line **BRIDGE FORMULA WEIGHTS CALCULATOR** is available at

[http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc\\_page.htm](http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 12**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: MASH Compliant Devices**

Bidders are hereby advised that the Standard Specifications may require certain traffic control and permanent safety hardware devices to meet the requirements of the Manual for Assessing Safety Hardware (MASH). However, devices meeting the requirements of NCHRP Report 350 will be allowed until the mandatory effective date for MASH compliance. The following table shows the effective dates for MASH compliant devices.

<b>Device</b>	<b>Effective Date for MASH Compliance</b>
W-beam barriers, cast-in-place concrete barriers	December 31, 2017
W-beam terminals	June 30, 2018
Cable barriers, cable barrier terminals, crash cushions	December 31, 2018
Bridge rails, transitions, all other longitudinal barriers including portable barriers installed permanently, all other terminals, sign supports, all other breakaway hardware	December 31, 2019

Temporary work zone devices, including portable barriers manufactured after December 31, 2019, must have been successfully tested to the 2016 Edition of MASH. Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 Edition of MASH may continue to be used throughout their normal service lives.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

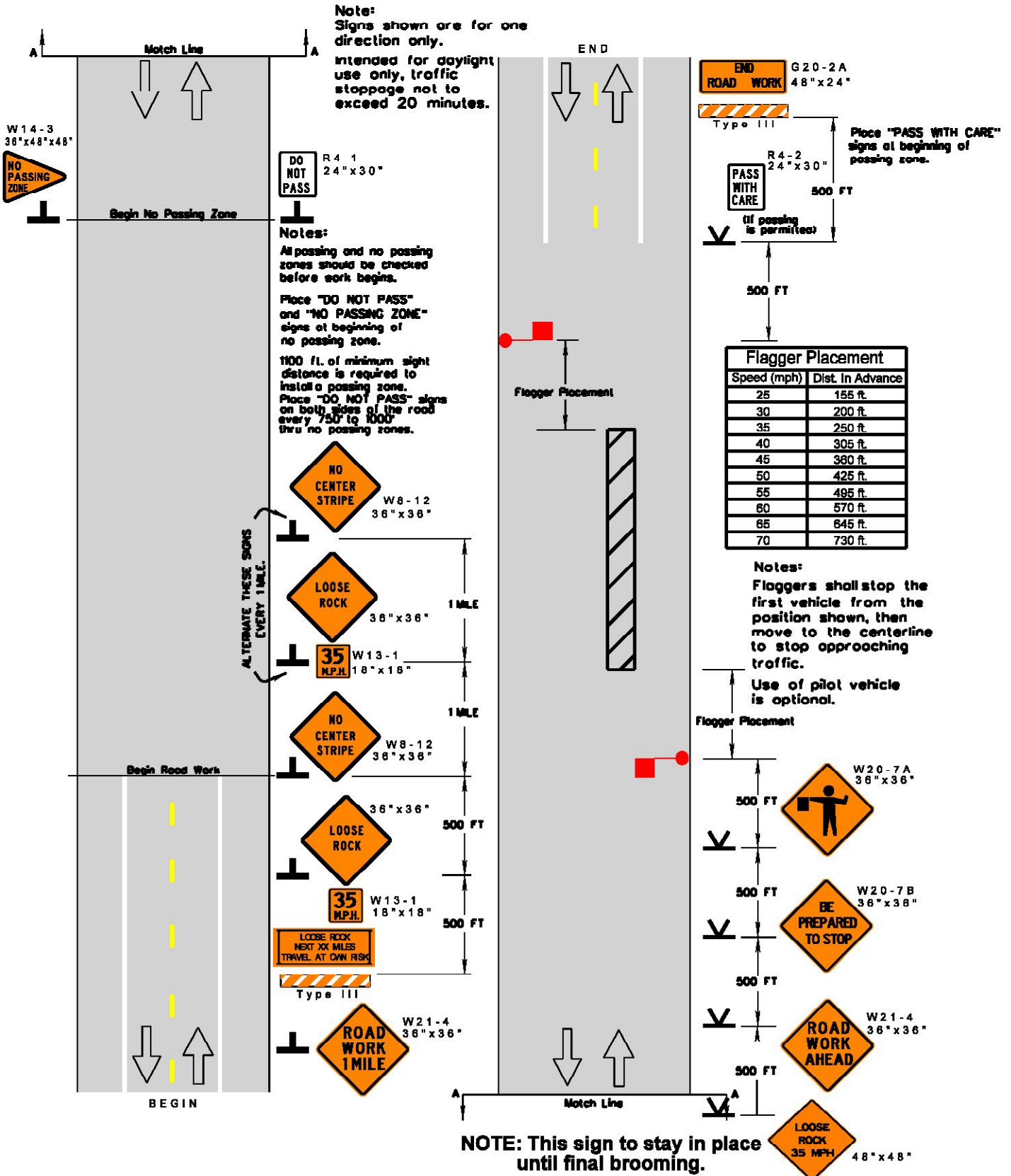
**SECTION 904 - NOTICE TO BIDDERS NO. 32**

**CODE: (SP)**

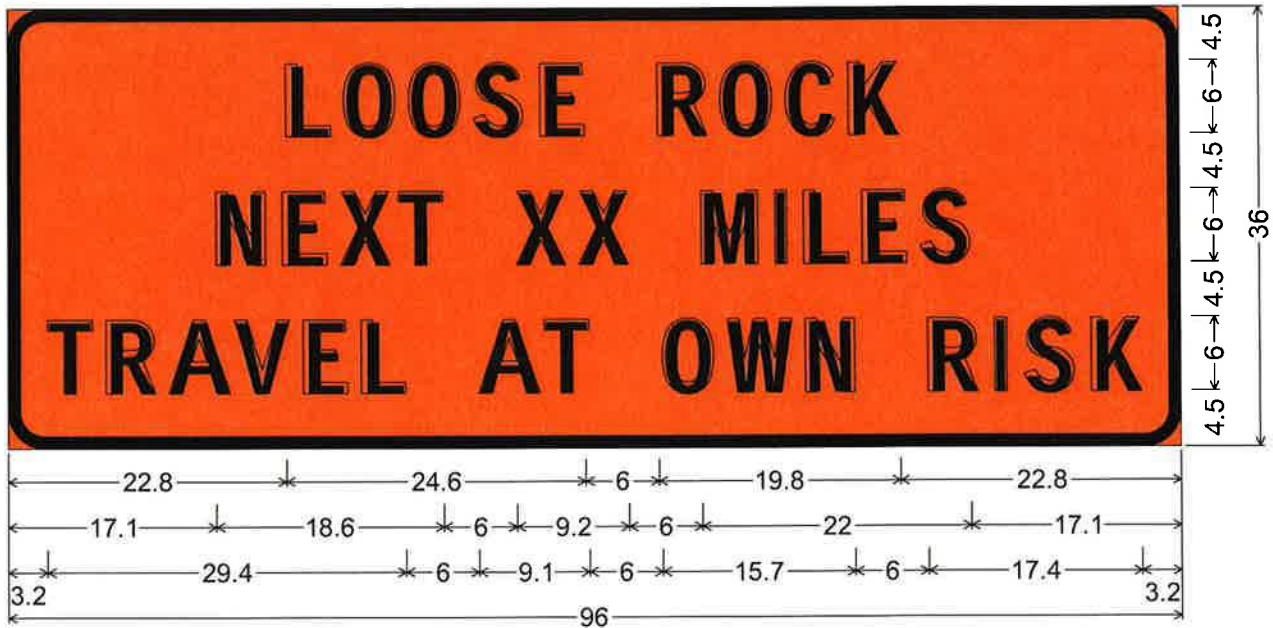
**DATE: 03/06/2017**

**SUBJECT: Chip Seal Signs**

The Contractor will be require to furnish, install and maintain the following chip seal signs during the life of the project. The cost of these signs shall be included in the cost of pay item 618-A, Maintenance of Traffic.





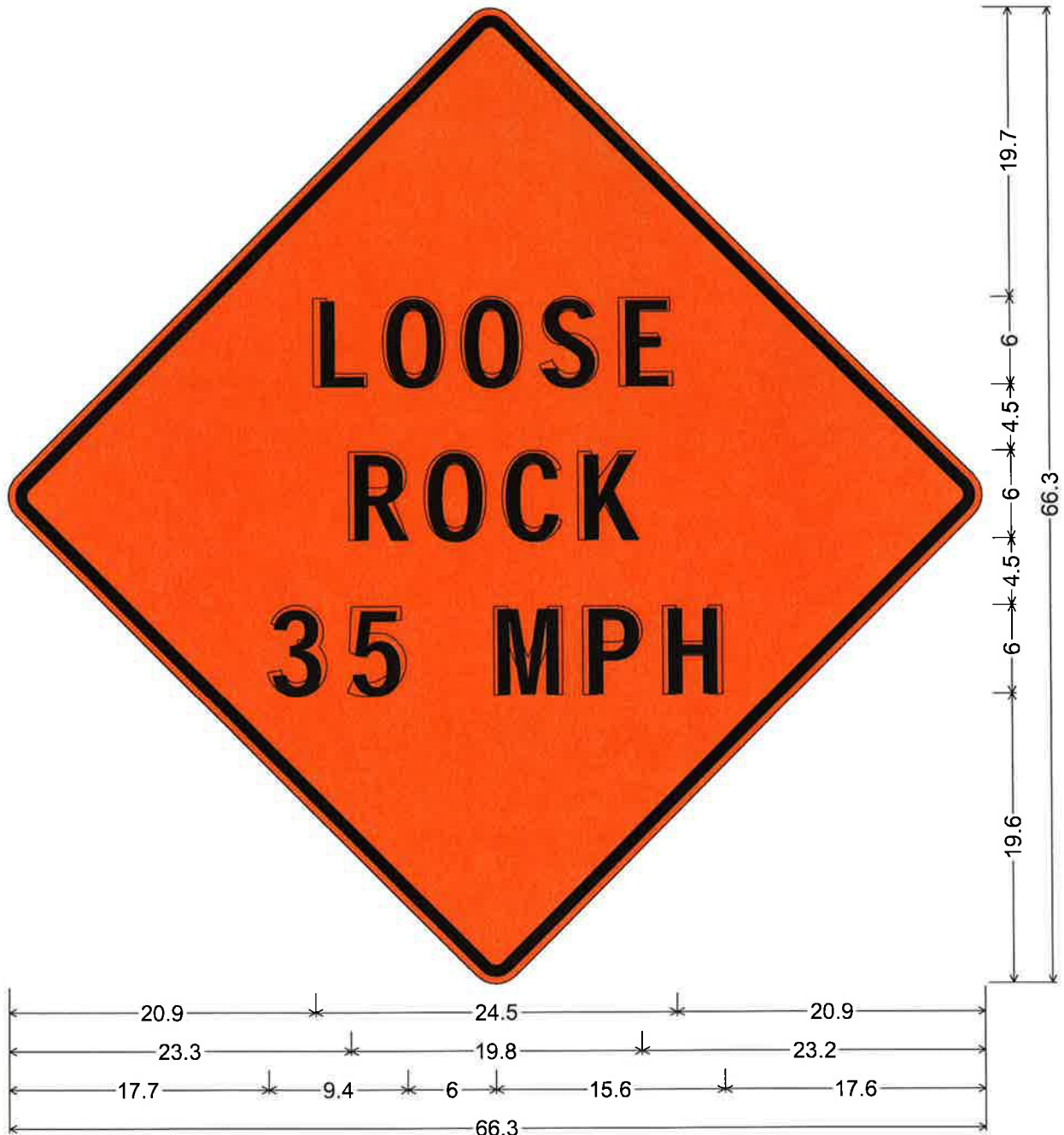


3.0" Radius, 1.0" Border, Black on Orange;

"LOOSE ROCK" D; "NEXT XX MILES" D; "TRAVEL AT OWN RISK" D;

Table of letter and object lefts.

L	O	O	S	E	R	O	C	K						
22.8	27.6	33.0	38.3	43.7	53.4	58.5	63.9	69.0						
N	E	X	T	X	X	M	I	L	E	S				
17.1	22.5	27.3	32.1	41.7	46.9	56.9	63.0	65.3	70.1	74.9				
T	R	A	V	E	L	A	T	O	W	N	R	I	S	K
3.2	8.0	13.2	18.6	24.2	29.0	38.6	44.0	53.7	59.0	65.4	75.4	80.9	83.2	88.6



48.0" across sides 1.9" Radius, 0.8" Border, 0.5" Indent, Black on Orange;

"LOOSE" D; "ROCK" D; "35 MPH" D;

Table of letter and object lefts.

<b>L</b>	<b>O</b>	<b>O</b>	<b>S</b>	<b>E</b>
20.9	25.7	31.0	36.4	41.8
<b>R</b>	<b>O</b>	<b>C</b>	<b>K</b>	
23.3	28.4	33.8	38.9	
<b>3</b>	<b>5</b>	<b>M</b>	<b>P</b>	<b>H</b>
17.7	23.1	33.1	39.2	44.6

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 54**

**CODE: (SP)**

**DATE: 03/13/2017**

**SUBJECT: Contract Time**

**PROJECT: MP-6000-00(256) / 306111301 --District Wide**

The calendar date for completion of work to be performed by the Contractor for this project shall be **September 29, 2017** 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 **May 09, 2017** and the effective date of the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 56**

**CODE: (SP)**

**DATE: 03/13/2017**

**SUBJECT: Scope of Work**

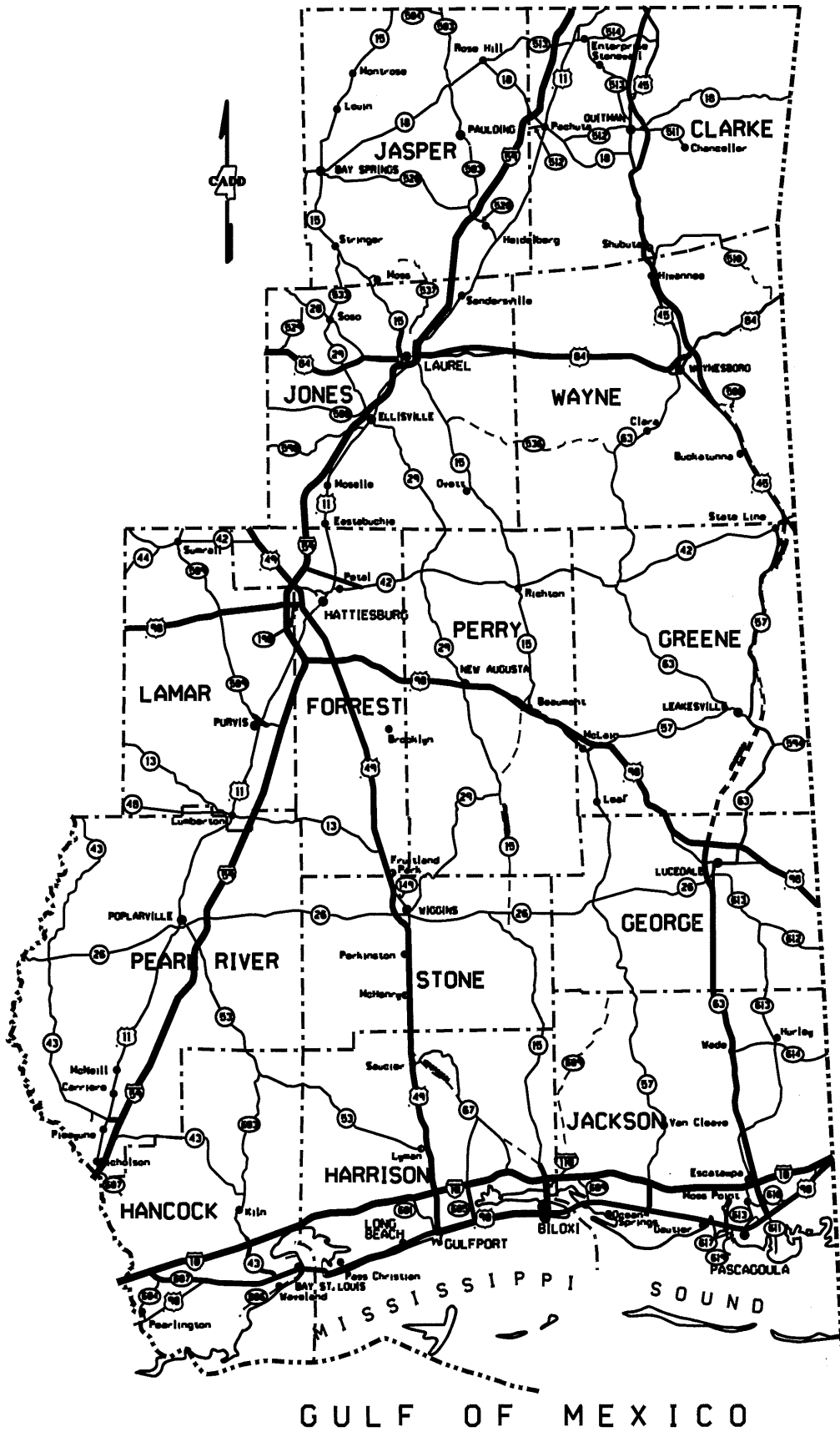
**PROJECT: MP-6000-00(256) / 306111301 --District Wide**

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.

Work on the project shall consist of the following:

1. Brooming, or other approved method of cleaning, of the existing asphalt roadway shall be done prior to placing seal material, CRS-2P, Contractor Furnished.
2. The existing raised pavement markers and rumble bars shall be removed before the seal is placed. Any damage occurring to the existing pavement during removal of these items shall be repaired before seal is placed. There will be no direct payment for this work, but the cost shall be absorbed in other bid items.
3. Existing bridges that have been overlaid with asphalt shall be sealed. If necessary, bridge approaches will be repaired by MDOT forces and will not be the responsibility of the Contractor, unless damaged by the Contractor's operations. Coordination with MDOT Maintenance Forces may be required.
4. Placement rates for seal material (CRS-2P, Contractor Furnished) for chip seal routes shall be directed by the Project Engineer and may vary depending on the surface.
5. Size #7 stone for chip seal routes shall be placed according to Section 410 or directed by the Project Engineer. The loading, transporting, and placement of the seal aggregate shall be paid under pay item 410-B003.
6. Seal material and seal aggregate shall not be placed on existing rumble strips.
7. The Contractor shall provide all signs and traffic control devices necessary to safely maintain traffic around and through the work zone areas, with a MAXIMUM permissible construction zone of three thousand (3,000) feet, as directed by the Engineer. The Engineer may also reduce the length of the construction zone and require the use of a "pilot vehicle". Signing for lane closures, in accordance with the Standard Drawings and the chip seal signage plan, shall be the responsibility of the Contractor.
8. Advanced construction signs, NO PASSING, DO NOT PASS, and PASS WITH CARE signs will be installed and maintained by MDOT. Signing requirements for sealing operations shall be in accordance with the requirements in the Notice to Bidders entitled "Chip Seal Signs."
9. Placement of Chip Seal Reflective Markers shall be at a spacing of 40 feet along the centerline in curves and 80 feet along the centerline in tangents of the seal routes.

10. Final brooming of excess seal aggregate material shall be according to Section 410. The sweeping machine shall be followed by a mobile attenuator during sweeping operations as directed by the Project Engineer.
11. The Contractor shall be responsible for furnishing and placing High Performance Raised Pavement Markers (HPRPMs) (two-way yellow) on all seal routes after stripe is placed. HPRPMs will be placed in accordance with Section 627 and in accordance with the enclosed Standard Drawings PM-1, PM-2, PM-3, PM-4, and PM-8 as applicable.
12. Payment for the bituminous surface treatment for chip seal will be made under pay items 410-A002 Asphalt for Surface Treatment, CRS-2P, and 410-B003 Seal Aggregate Cover Material, Size 7, Limestone, State Furnished.
13. Before placing seal, the temperature shall be 70°F and rising, and no threat of rain in the forecast as directed the Project Engineer.
14. Stone for the chip seal will be provided by the MDOT and already stockpiled near the routes.
15. Place permanent pavement markings (High Build Traffic Stripe) as required. County roads and aprons will not be sealed.
16. A fog seal, CRS-2P, Contractor Furnished, shall be placed on all routes at a rate of 0.11 gal/sy, or as directed by the Project Engineer. The fog seal shall be placed within 72 hours after the completion of chip seal placement on each route.



## District 6 Chip Seal 2017 MP-6000-00(256) / 306111301

COUNTY	ROUTE	LENGTH (MILE)	WIDTH (FT)	SY LIMESTONE	LOCATION	DESCRIPTION OF WORK
Clarke	18	17.56	26	267,849	From the Jct. of SR 511, East 17.56 miles to the Alabama Line	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of SR 18 and US 45. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Greene	57	13.9	26	212,021	From the Jct. of US 98, North 13.9 miles to Leakesville	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of US 98 and SR 57. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Jackson	57	7.0	26	106,773	From Wire Road to the George County Line	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of SR 26 and SR 57. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Jasper	503	8.4	22	108,416	From the Jct. of SR 18 to the Lauderdale county line	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of SR 503 and SR 18. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Jasper	537	0.6	22	7,744	From the Jones County Line to the End of State Maintenance	Route to be chip sealed using size 7 Rock already stocked piled at the NE quadrant of the Jct of SR 15 and CR 106 at old store. Using CRS-2P and Chip Seal markers to be placed on 40'
Jasper	531	1.0	22	13,294	From the Smith County line to the Jct. of SR 18	Route to be chip sealed using size 7 Rock already stocked piled at the NE quadrant of the Jct of SR 15 and CR 106 at old store. Using CRS-2P and Chip Seal markers to be placed on 40'
Jones	533	3.9	22	50336	From the Jct. of SR 28 to the Jasper County Line	Route to be chip sealed using size 7 Rock already stocked piled at the NE quadrant of the Jct of SR 15 and CR 106 at old store. Using CRS-2P and Chip Seal markers to be placed on 40'
Jones	588	5.7	26	86,944	From the Covington County Line East 5.7 miles to Sand Hill Road	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of SR 588 and Maybelle Road. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Jones	590	4.8	22	61,952	From the Covington County line East 4.8 miles	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of US 11 and SR 590. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Jones	537	0.9	22	11,616	From SR 15 to the Jasper County Line	Route to be chip sealed using size 7 Rock already stocked piled at the NE quadrant of the Jct of SR 15 and CR 106 at old store. Using CRS-2P and Chip Seal markers to be placed on 40'
Jones	537	4.55	22	58,725	From 100 ft North of Buck Temple Road to the Jasper County Line	Route to be chip sealed using size 7 Rock already stocked piled on US 11 North of Sandersville at the old MDOT yard. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Pearl River	26	9.3	28	152,768	From I 59 to the Stone County Line	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of SR 26 and US 49. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Pearl River	43	11.2	26	170,837	From SR 26 North 11.2 miles	Route to be chip sealed using size 7 Rock already stocked piled just South of SR 26 on SR 43 at Chingaplin Rd. Using CRS-2P and Chip Seal markers to be placed on 40' centers.
Stone	26	11.0	24	154,880	From the Pearl River County Line to Fairgrounds Street in Wiggins	Route to be chip sealed using size 7 Rock already stocked piled at the Jct. of SR 26 and US 49. Using CRS-2P and Chip Seal markers to be placed on 40' centers.

Notice To Bidders No.56- Cont'd.



MAINTENANCE MAP

**CLARKE**

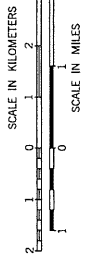
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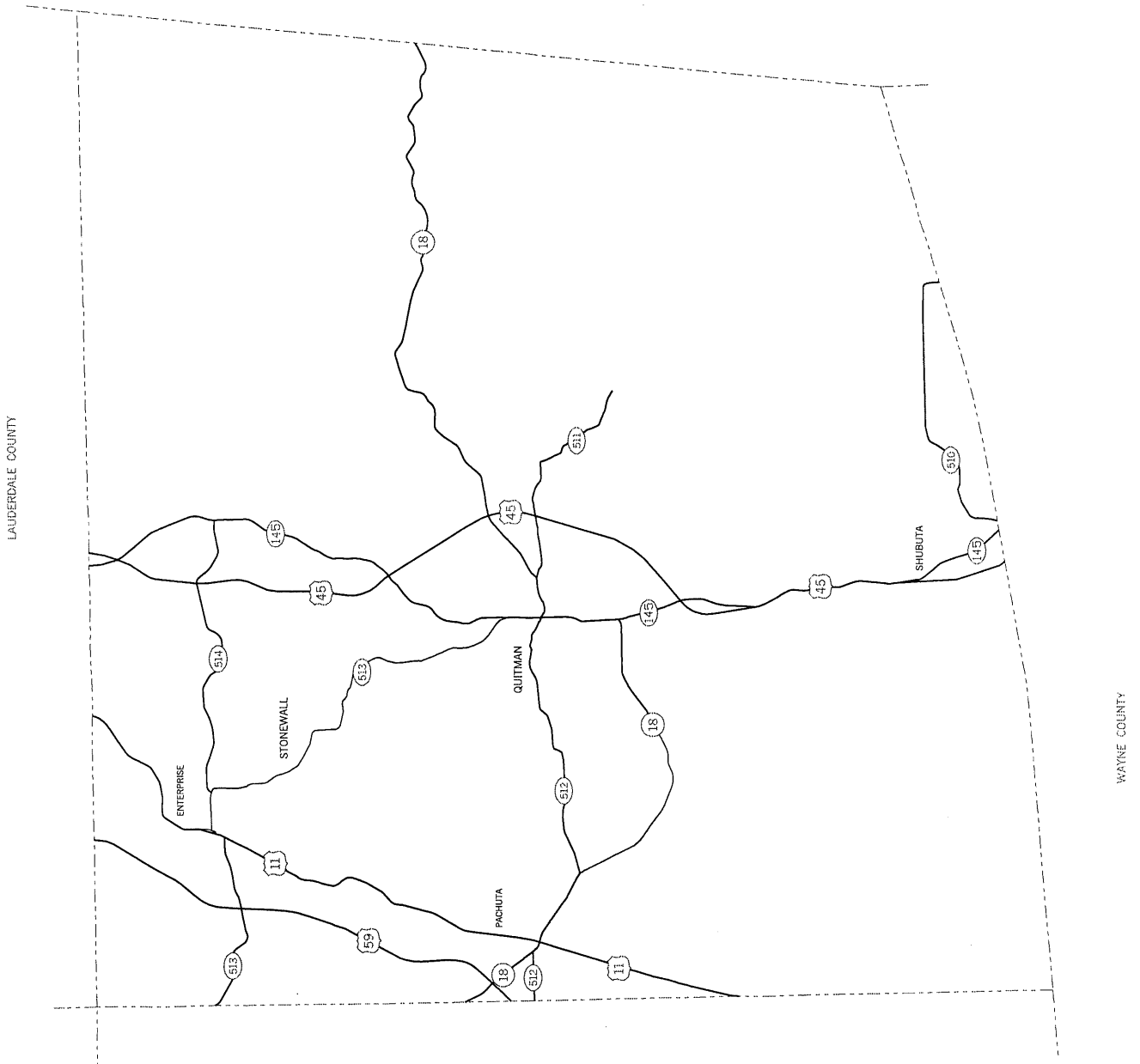
REVISED 07/30/14

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MAINTENANCE DIVISION



ALABAMA



LAUDERDALE COUNTY

NEWTON COUNTY

JASPER COUNTY

WAYNE COUNTY





MAINTENANCE MAP

**GREENE**

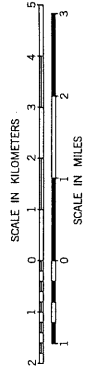
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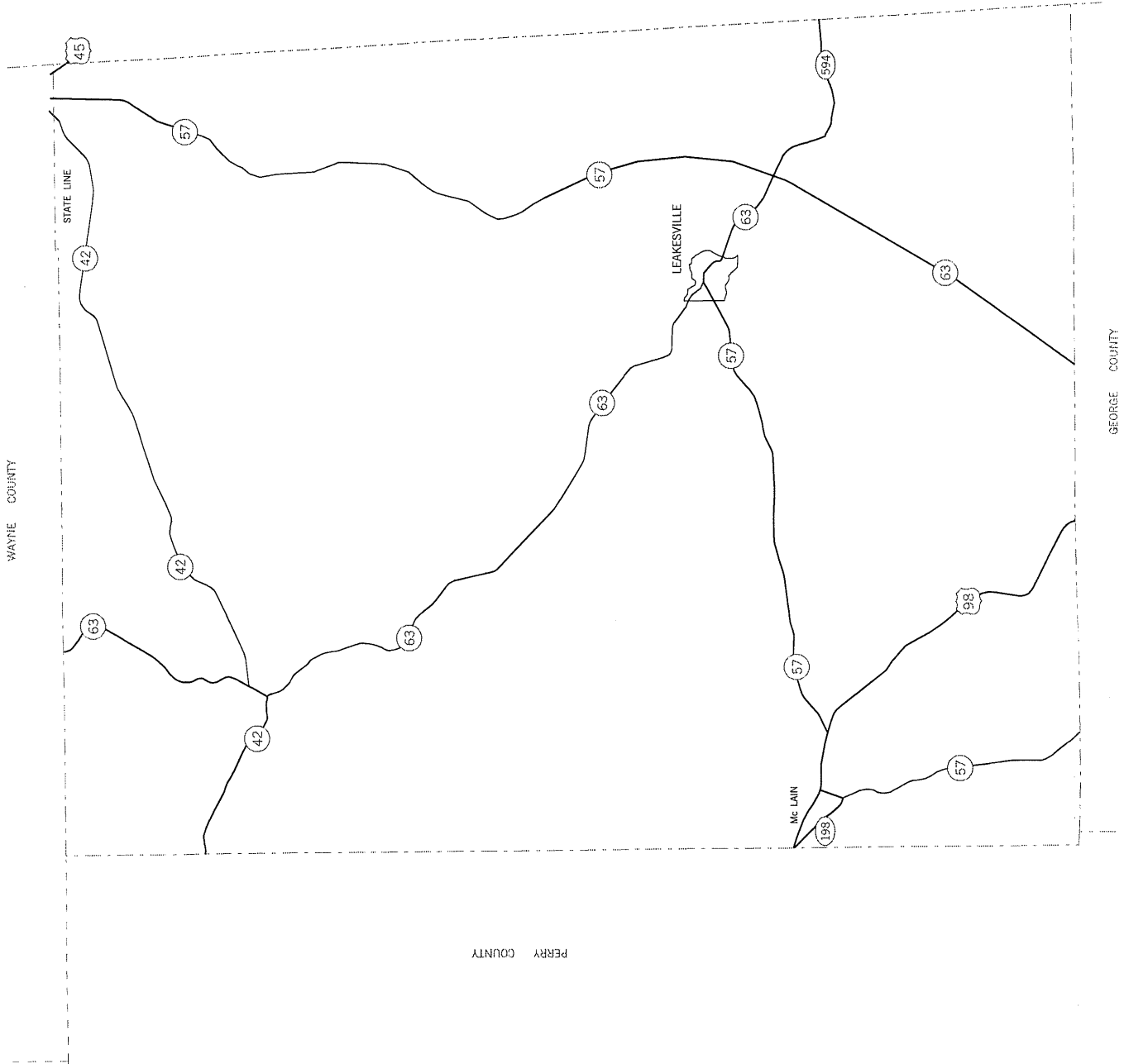
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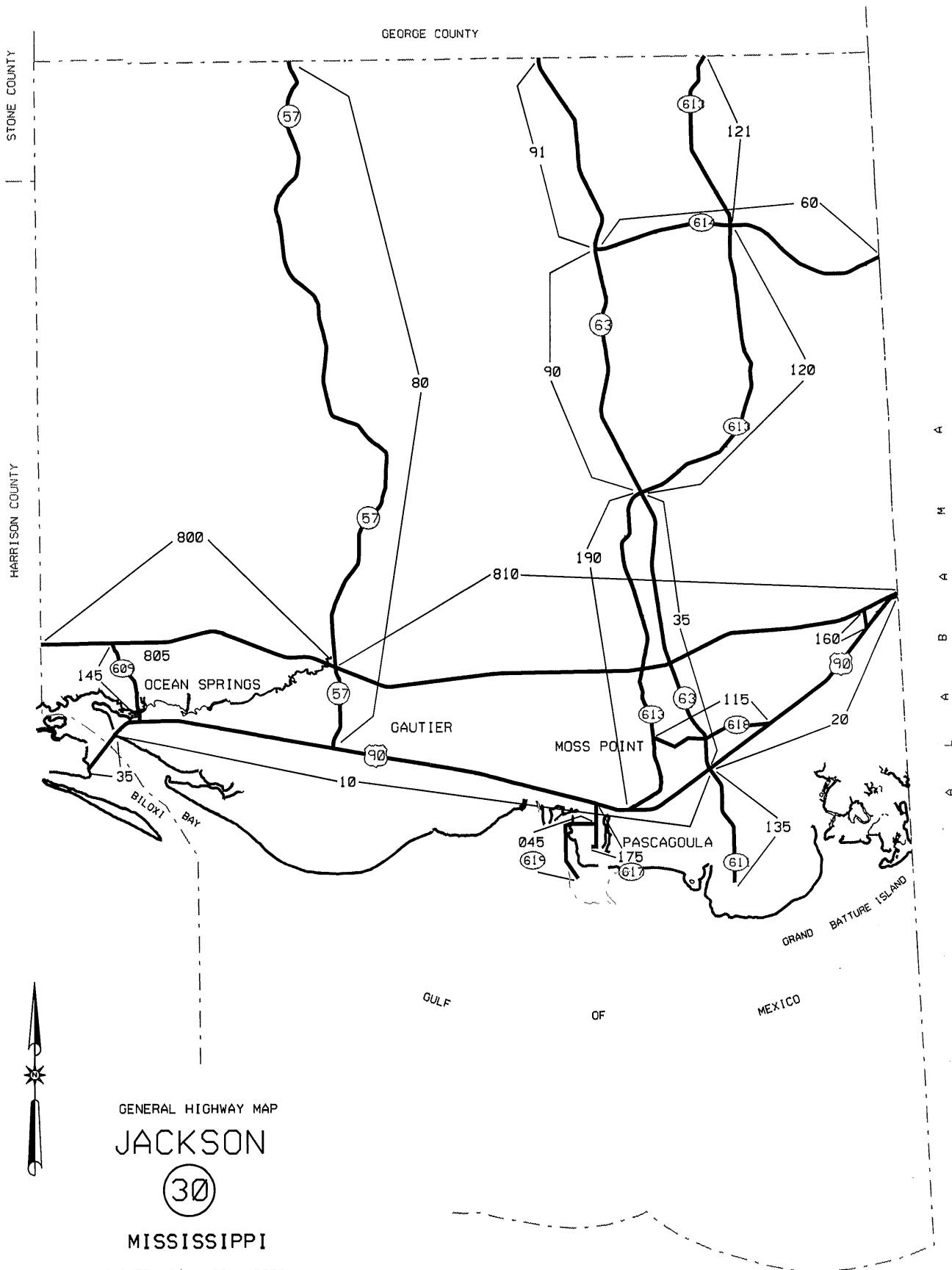
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MAINTENANCE DIVISION



A L A B A M A



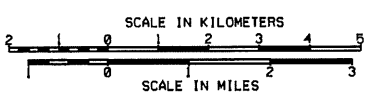


GENERAL HIGHWAY MAP  
**JACKSON**



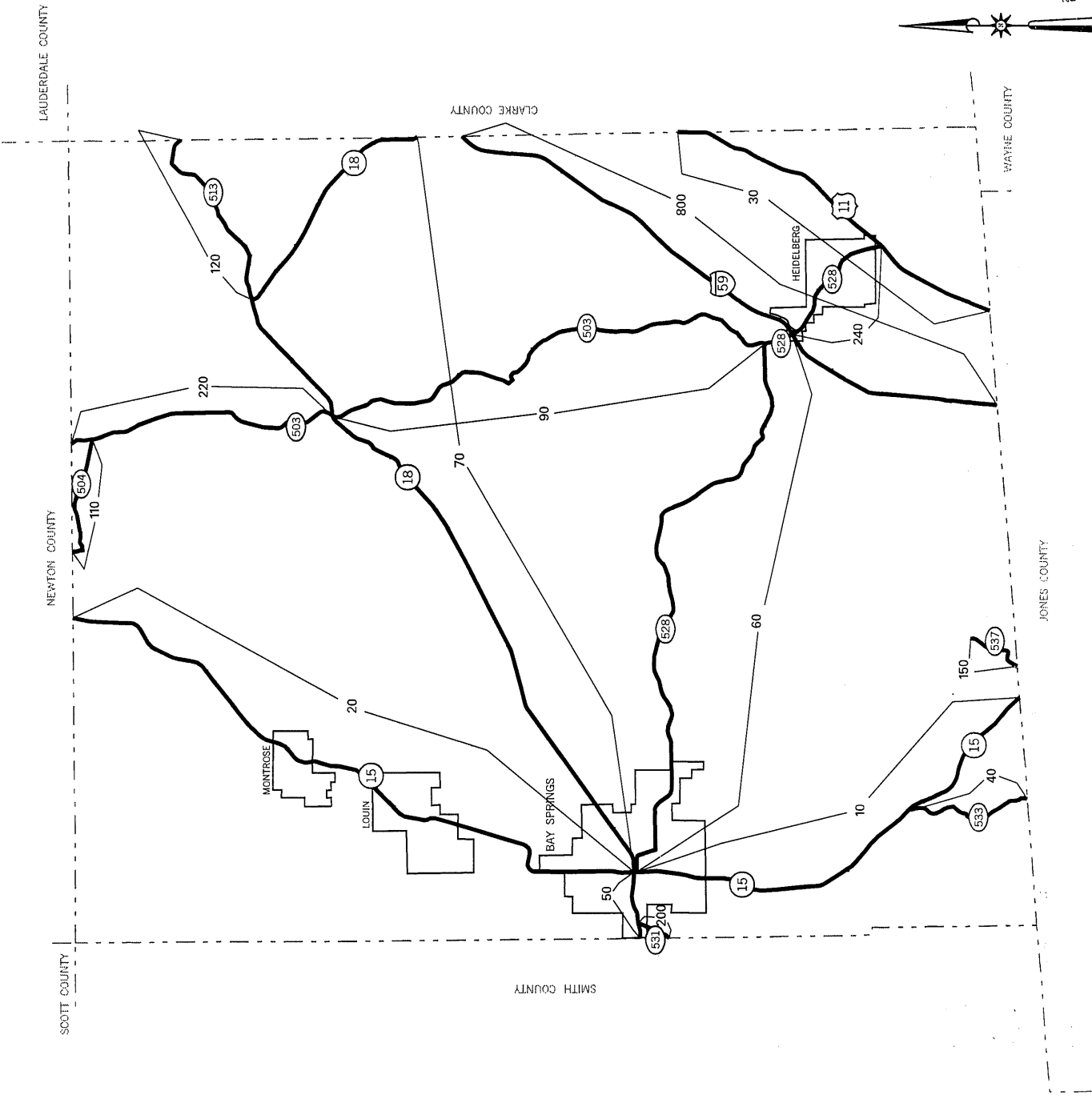
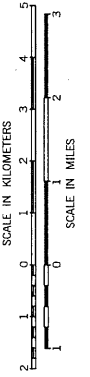
**MISSISSIPPI**

REVISED 01 / 30 / 2009  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 MAINTENANCE DIVISION



JACKSON COUNTY MISSISSIPPI

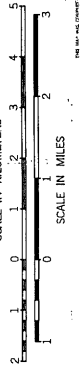
MAINTENANCE MAP  
**JASPER** **31**  
 MISSISSIPPI  
 Revised 11 /15 /06  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 PLANNING DIVISION  
 IN COOPERATION WITH THE  
 U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 THROUGH THE MUTUAL AID PROGRAM  
 STATE PLANE COORDINATE SYSTEM 1983



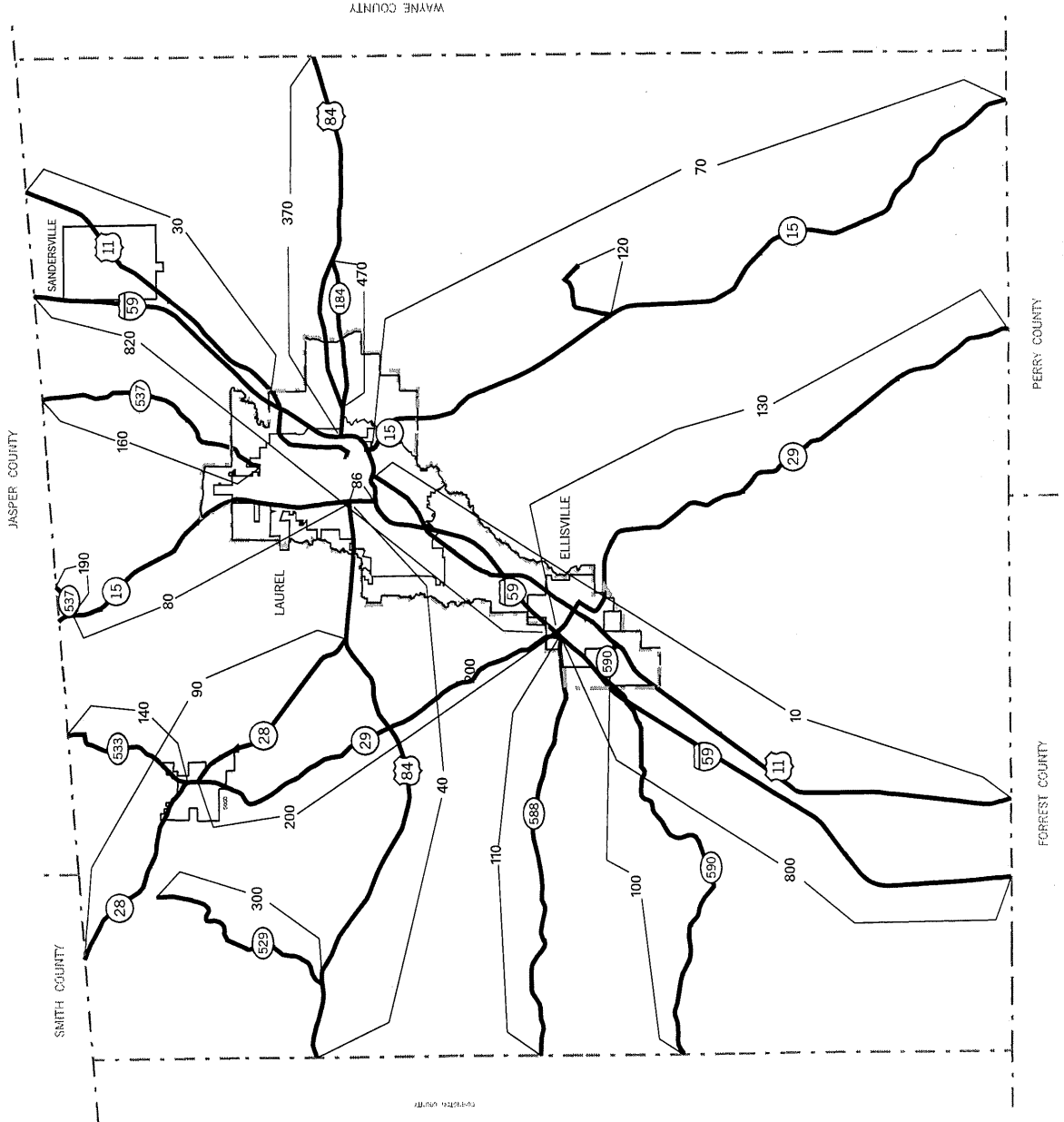


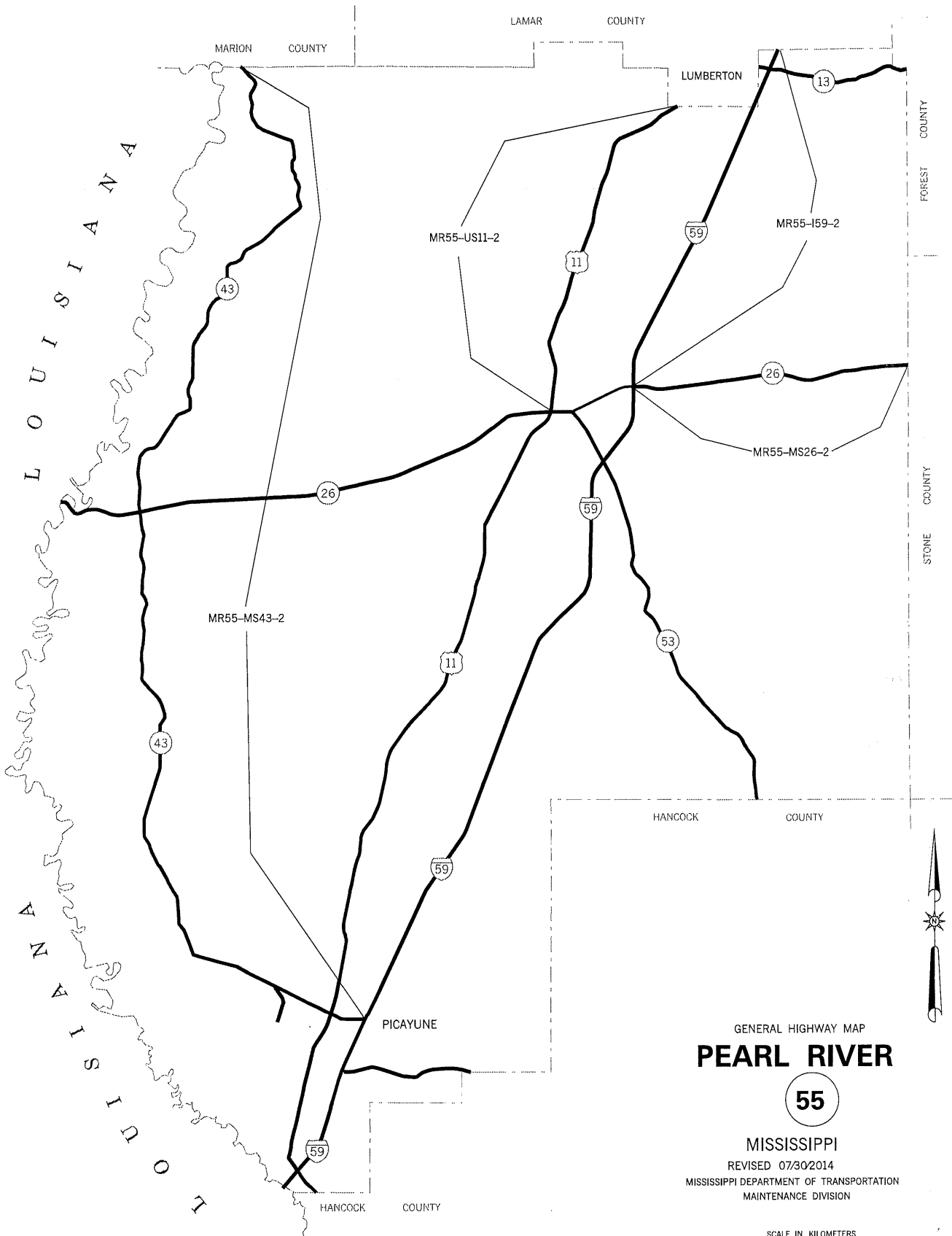
GENERAL HIGHWAY MAP  
**JONES**  
REVISED 11/17/07  
**MISSISSIPPI**  
34

MAINTENANCE MAP  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
PLANNING DIVISION



JONES COUNTY MISSISSIPPI

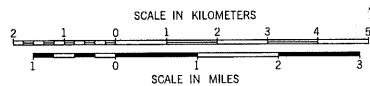




GENERAL HIGHWAY MAP  
**PEARL RIVER**

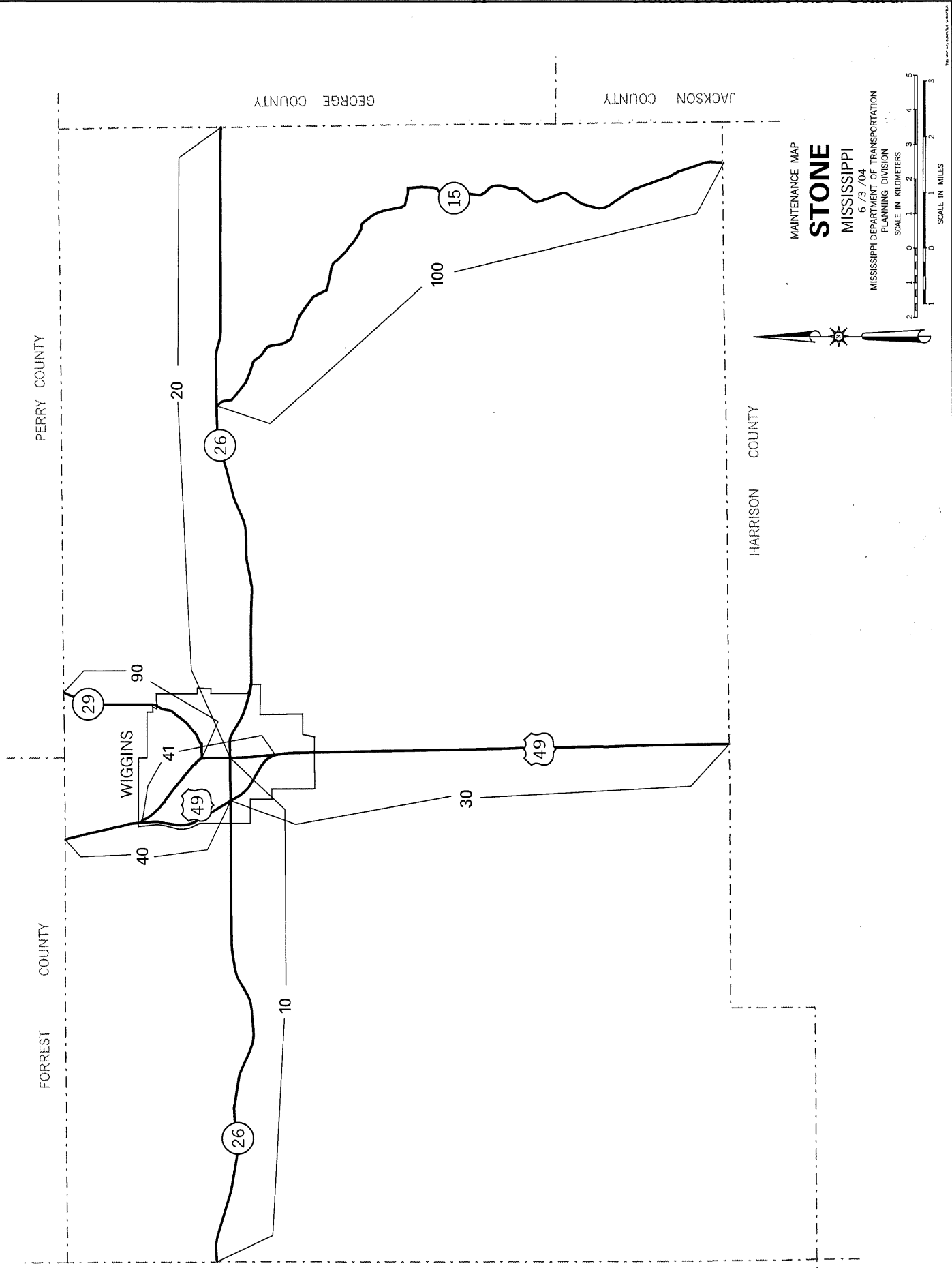
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MISSISSIPPI  
 REVISED 07/30/2014  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 MAINTENANCE DIVISION



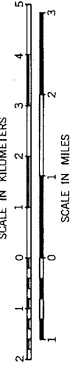
STONE COUNTY MISSISSIPPI

STONE COUNTY MISSISSIPPI



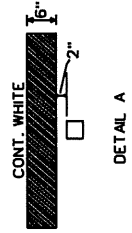
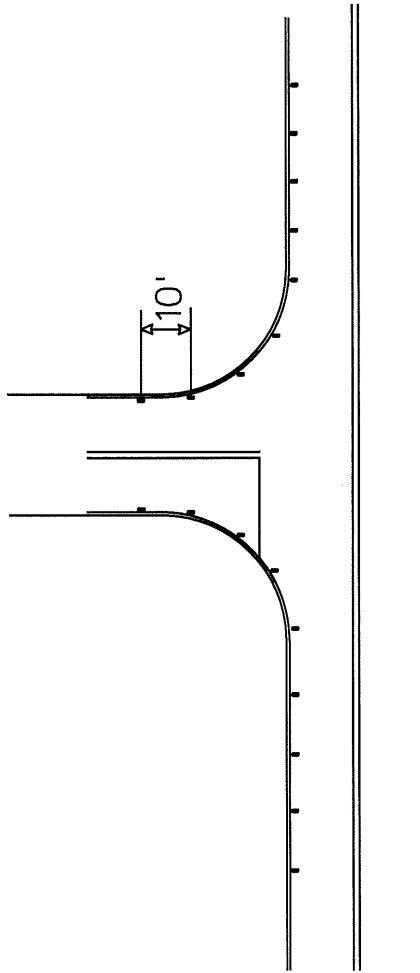
MAINTENANCE MAP  
**STONE**  
 MISSISSIPPI

6/3/04  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 PLANNING DIVISION



STATE	PROJECT NO.
MSS.	

TYPICAL FOR RAISED PAVEMENT MARKERS  
PLACED ON SIDE ROAD RADIUS



- NOTE 1. MARKERS SHALL BE PLACED EVERY 10 FEET.
- NOTE 2. MARKERS SHALL BE VISIBLE FROM THE TRAVELING MOTORIST ON STATE DESIGNATED HIGHWAYS.
- NOTE 3. MARKERS SHALL BE HIGH PERFORMANCE TWO WAY CLEAR.
- NOTE 4. 5 MARKERS SHALL BE PLACED ALONG MAINLINE EDGE STRIPE.
- NOTE 5. MARKERS FOR COUNTY RD. SHALL BEGIN AT RADIUS AND CONTINUE DOWN EDGE STRIPE A DISTANCE OF 40 FEET.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
2-L LANE	
RAISED PAVEMENT MARKERS PLACED ON SIDE ROADS	
FILE NAME:	PROJECT NUMBER:
DATE:	SHEET NUMBER:

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-410-1

CODE: (SP)

DATE: 03/01/2017

SUBJECT: Fog Seal

Section 410, Bituminous Surface Treatment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-410.01--Description.** After the paragraph in Subsection 410.01 on page 313, add the following.

When specified on the plans or in the contract documents, this work may require the placement of a fog seal coat on an existing or newly place surface. The fog seal shall be placed at locations shown on the plans or as directed by the Engineer.

**907-414.03--Construction Requirements.** After Subsection 410.03.7 on page 319, add the following.

**907-410.03.8--Fog Seal.** The placement of the fog seal shall be in accordance with the requirements set forth in Subsections 410.03.2, 410.03.3, 410.03.5, and 410.03.7, as applicable.

Fog seal shall be placed at a rate of 0.11 gallons per square yard, or as directed by the Engineer. When placing on a newly installed surface, the fog seal shall not be placed until after final brooming.

**907-410.04--Method of Measurement.** After the last paragraph of Subsection 410.04 on page 319, add the following.

Accepted quantities for asphalt for fog seal will be measured by the gallon as prescribed in Subsection 109.01. Unless otherwise specified, distributor tank measurement will be used. The volume of material over five percent (5%) above the quantity ordered for each shot will be deducted from measured quantities, except that 15 percent will be allowed for irregular areas where hand spraying is necessary.

**907-410.05--Basis of Payment.** After the paragraph in Subsection 410.05 on page 319, add the following.

Asphalt for fog seal, measured as prescribed above, will be paid for at the contract unit price per gallon, which shall be full compensation for furnishing all labor, materials, equipment, applying and protecting the fog seal, and all incidentals necessary to complete the work.

After the last pay item listed on page 319, add the following.

907-410-C: Asphalt for Fog Seal, Grade

- per gallon



# SECTION 905 - PROPOSAL

Date \_\_\_\_\_

Mississippi Transportation Commission  
Jackson, Mississippi

Sirs: The following proposal is made on behalf of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

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.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

**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.

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) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** 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.

**SECTION 905 -- PROPOSAL (CONTINUED)**

I (We) hereby certify by digital signature and electronic submission via Bid Express of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
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 the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

\_\_\_\_\_  
President Address

\_\_\_\_\_  
Secretary Address

\_\_\_\_\_  
Treasurer Address

The following is my (our) itemized proposal.

Chip Seal on Various Routes in District 6, known as State Project No. MP-6000-00-(256) / 306111301 in District Wide.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
					<b>Roadway Items</b>
0010	410-A002	(A2)	408,563	Gallon	Asphalt for Surface Treatment, Grade CRS-2P
0020	410-B003	(GY)	15,023	Cubic Yard	Seal Aggregate Cover Material, Size 7, Limestone, State Furnished
0030	618-A001		1	Lump Sum	Maintenance of Traffic
0040	620-A001		1	Lump Sum	Mobilization
0050	625-B003		70	Mile	Traffic Stripe, Skip Yellow, High Build
0060	625-C004		198	Mile	Traffic Stripe, Continuous White, High Build
0070	625-D004		100	Mile	Traffic Stripe, Continuous Yellow, High Build
0080	627-H002		12,500	Each	Chip Seal Reflective Raised Markers. Two-Way Yellow
0090	627-J001		10,500	Each	Two-Way Clear Reflective High Performance Raised Markers
0100	627-L001		12,500	Each	Two-Way Yellow Reflective High Performance Raised Markers
0110	907-410-C001	(A2)	128,406	Gallon	Asphalt for Fog Seal, Grade CRS-2P

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.

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) agree to complete each contract on or before its specified completion date.

\*\*\*\*\*

**COMBINATION BID PROPOSAL**

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).

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

(a) If Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

For Informational Purposes Only

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 Combination C has been selected, then initial and complete ONE of the following.

\_\_\_\_\_ 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.



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 September 8, 2011.

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

_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)
_____	_____
(Individual or Firm)	(Address)

NOTE: Failure to complete the above DOES NOT 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 September 8, 2011.

Contractor \_\_\_\_\_

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATION**

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

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

\_\_\_\_\_  
(Name of Firm, partnership, or Corporation)

do hereby certify under penalty of perjury under the laws of the United States and the State of Mississippi

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

on Project No. **MP-6000-00(256)/ 306111301000**

in **District 6** \_\_\_\_\_ 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.

Do exceptions exist and are made a part thereof?            Yes / No

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 is true and correct.

(1/2016 S)



SECTION 902

CONTRACT FOR MP-6000-00(256)/ 306111301000

LOCATED IN THE COUNTY(IES) OF District 6

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 \_\_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION

Title \_\_\_\_\_

By \_\_\_\_\_

Signed and sealed in the presence of:  
(names and addresses of witnesses)

Executive Director

\_\_\_\_\_

\_\_\_\_\_

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

Revised 8/06/2003

**SECTION 903**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR: MP-6000-00(256)/ 306111301000

LOCATED IN THE COUNTY(IES) OF: District 6

STATE OF MISSISSIPPI,  
COUNTY OF HINDS

Know all men by these presents: that we, \_\_\_\_\_  
\_\_\_\_\_  
(Contractor)

Principal, a \_\_\_\_\_

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

and \_\_\_\_\_

(Surety)  
residing at \_\_\_\_\_ in the State of \_\_\_\_\_,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date shown below, 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 be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said \_\_\_\_\_

\_\_\_\_\_ principal, has (have) entered into a contract 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 Department 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 terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in 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 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.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(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 THESE PRESENTS, that we \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State ZIP

As principal, hereinafter called the Principal, and \_\_\_\_\_  
Surety

a corporation duly organized under the laws of the state of \_\_\_\_\_

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ \_\_\_\_\_ )

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Chip Seal on Various Routes in District 6, known as State Project No. MP-6000-00-(256) / 306111301 in District Wide.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)  
By: \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)  
By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(MS Agent)

\_\_\_\_\_  
Mississippi Insurance ID Number