MDOT Use Only

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Keyed



SM No. CMP3061060121

12

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

12

Overlay approximately 11 miles of US 61 UT to Shelby Bypass, known as State Project No. MP-3061-06(012) / 306135301 in Bolivar County.

Project Completion: Flexible

(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

SECTION 900

OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JACKSON, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF TRANSPORTATION TABLE OF CONTENTS

PROJECT: MP-3061-06(012)/306135301 - Bolivar

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SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at <u>10:00 o'clock</u> <u>A.M., Tuesday, May 23, 2017</u>, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Overlay approximately 11 miles of US 61 UT to Shelby Bypass, known as State Project No. MP-3061-06(012) / 306135301 in Bolivar County.

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 \leq https://shopmdot.ms.gov>. Specimen proposals may be viewed and downloaded online at no cost at \leq 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

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.

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.

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such a glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

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 7th Street, SW Washington, DC 20590 (202) 366-2212

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg frm wghts/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

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.

Device	Effective Date for MASH Compliance
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.

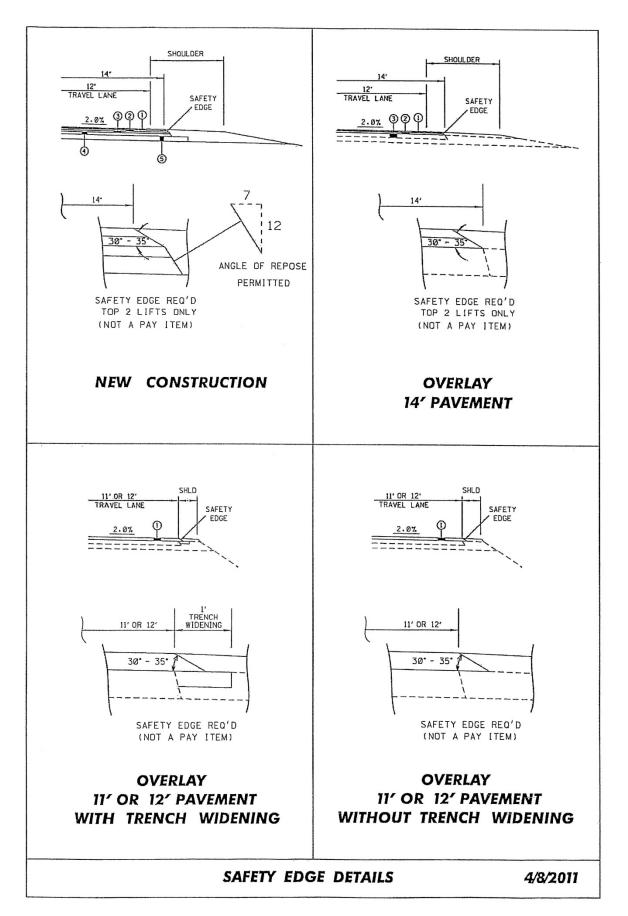
SECTION 904 - NOTICE TO BIDDERS NO. 13

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Safety Edge

Bidders are hereby advised that the Shoulder Wedge (Safety Edge) specified in Section 401, Asphalt Pavements, shall only apply to the top two (2) lifts of asphalt. Open Graded Friction Courses (OGFC) are not to be considered a lift as it pertains to safety edge. Attached is a drawing showing the safety edge. Note that the shoulder dimensions in the bottom two drawings will be less than three feet (3').



SECTION 904 – NOTICE TO BIDDERS NO. 16

CODE: (SP)

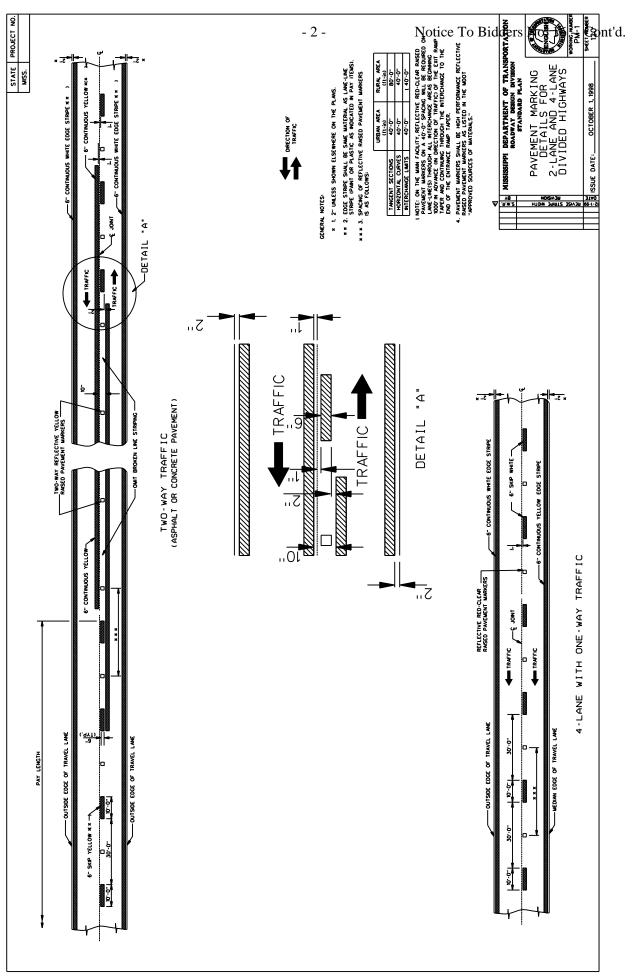
DATE: 03/01/2017

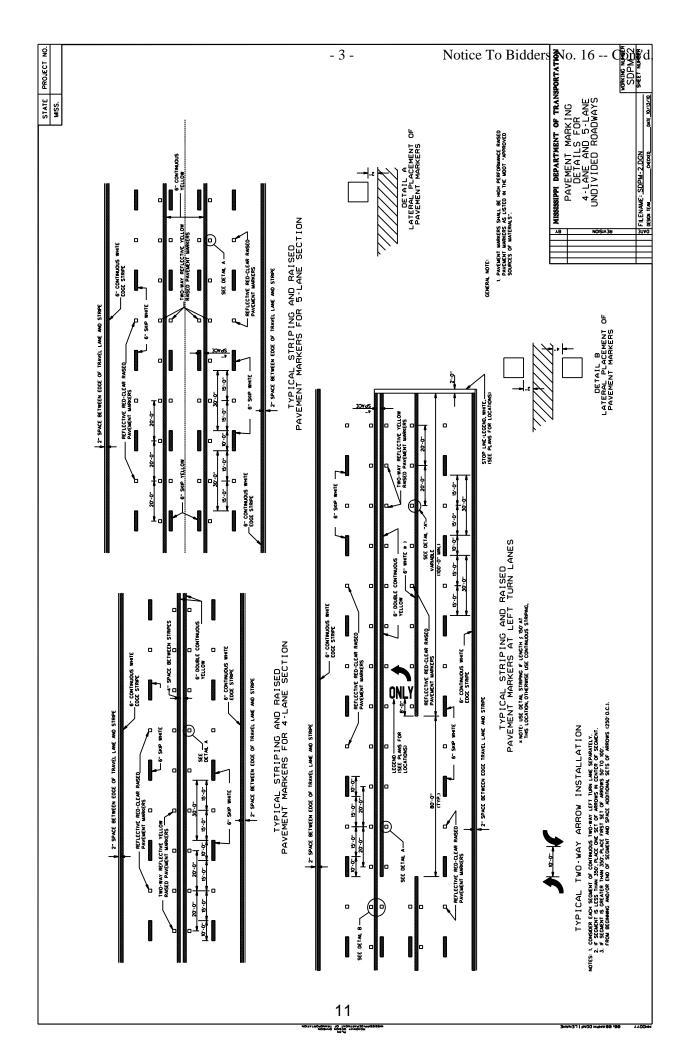
SUBJECT: Standard Drawings

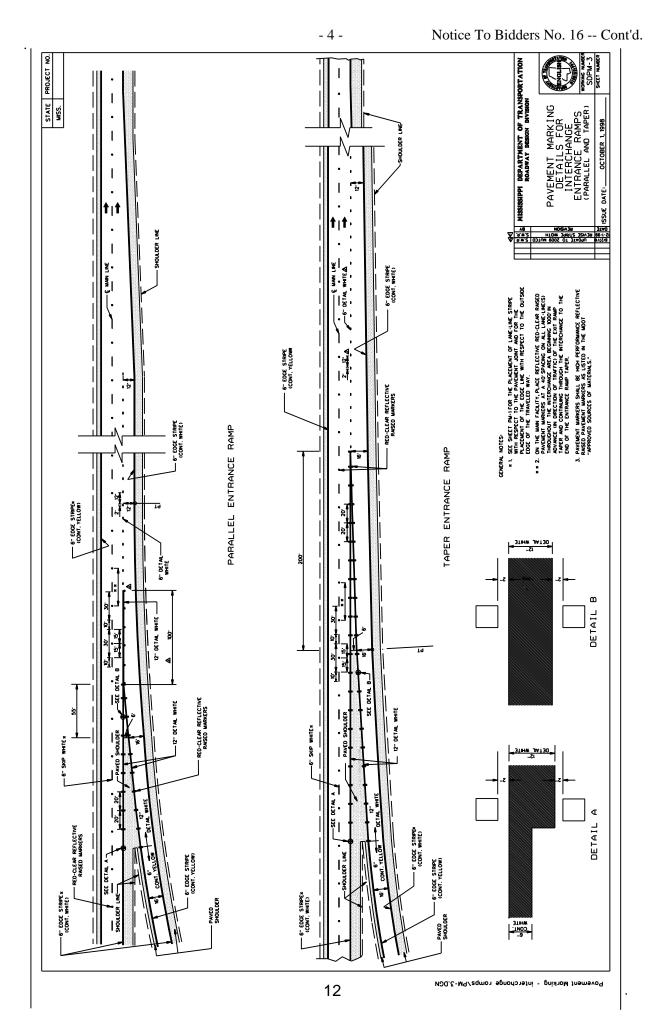
Standard Drawings attached hereto shall govern appropriate items of required work.

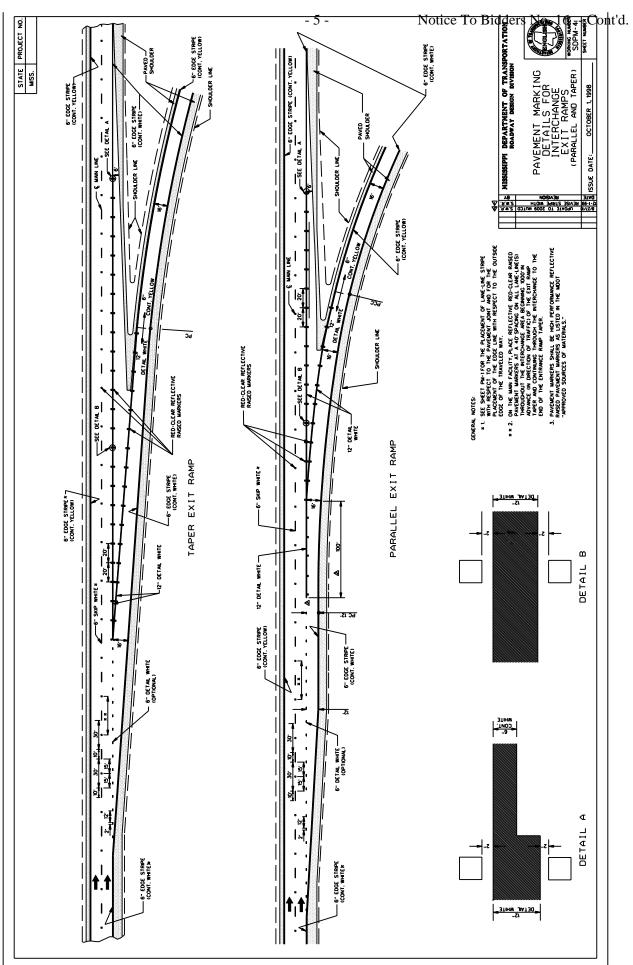
Larger copies of Standard Drawings may be purchased from:

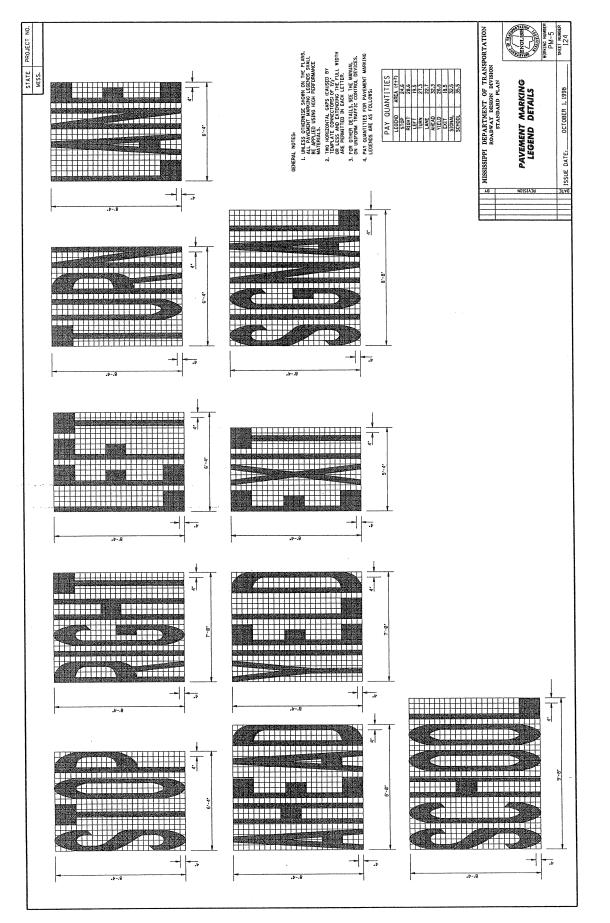
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460 or FAX: (601) 359-7461 or e-mail: <u>plans@mdot.state.ms.us</u>

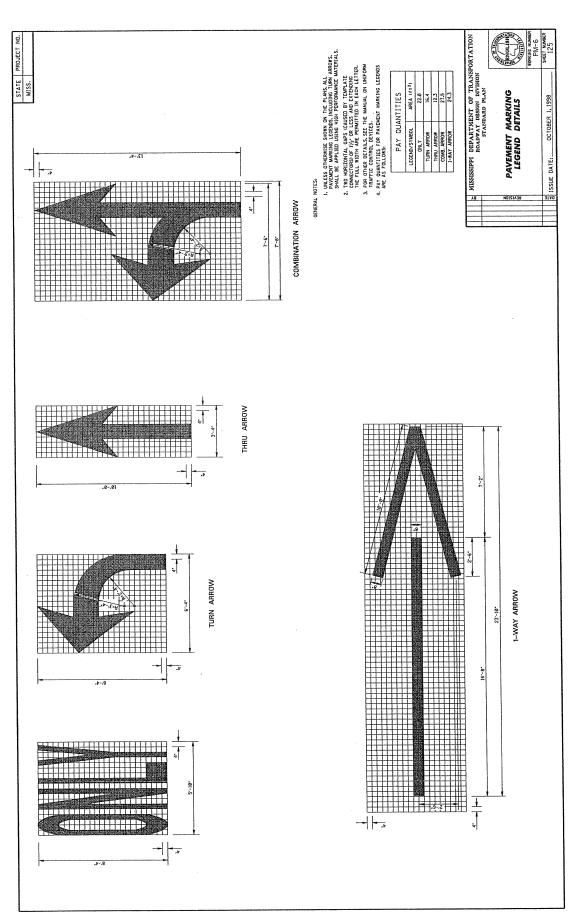


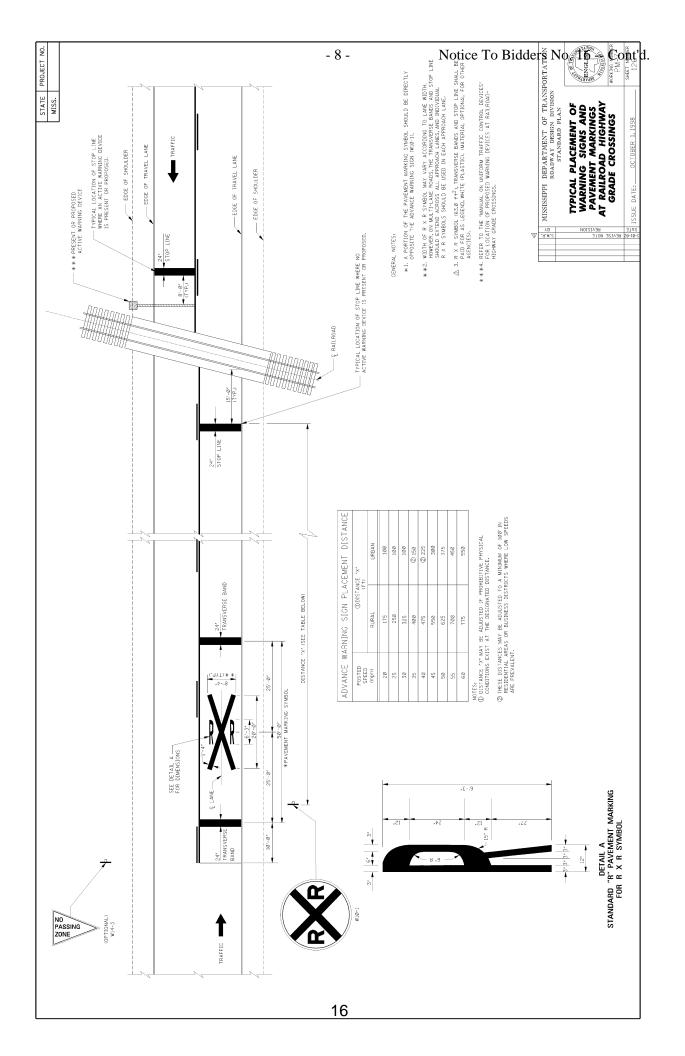


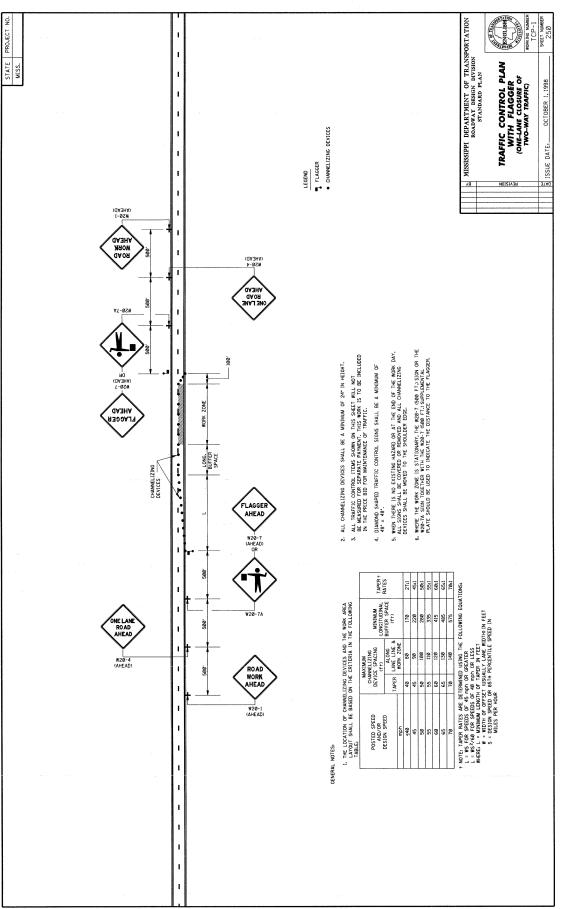




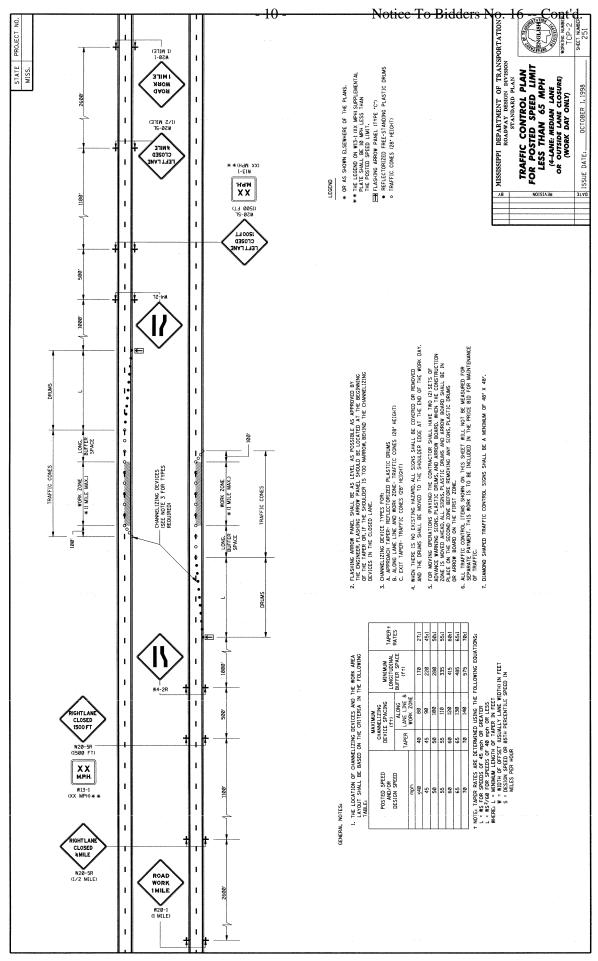


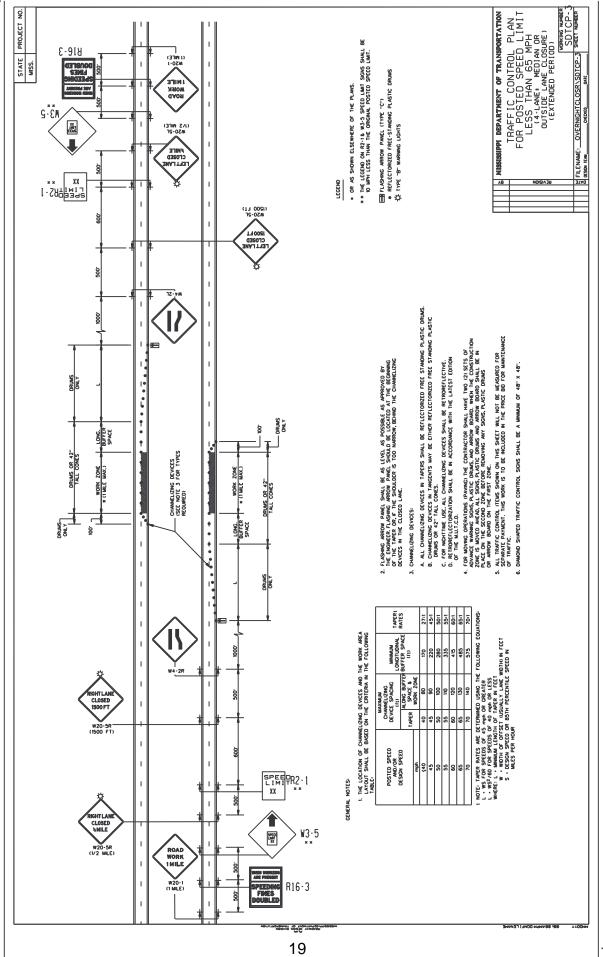


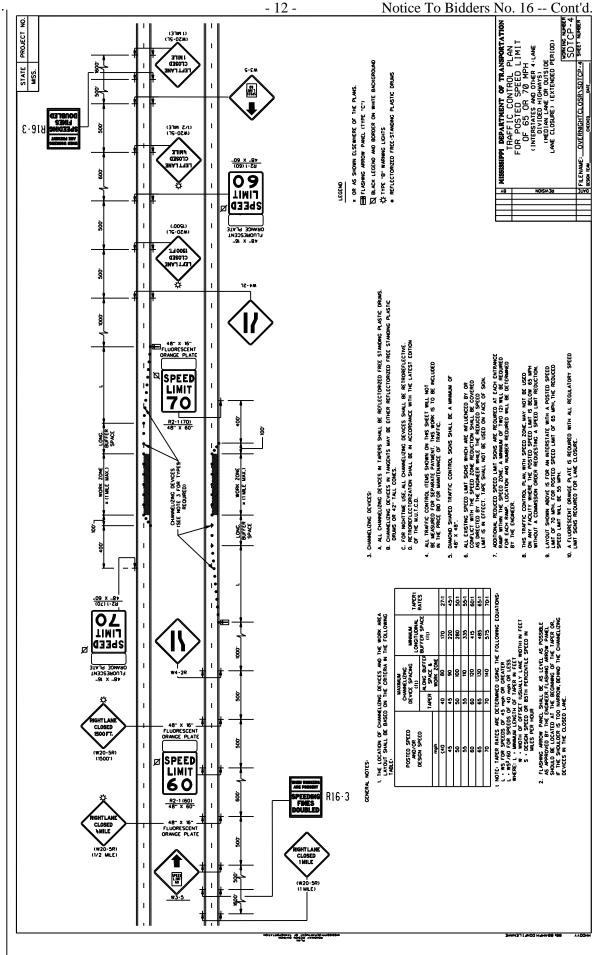




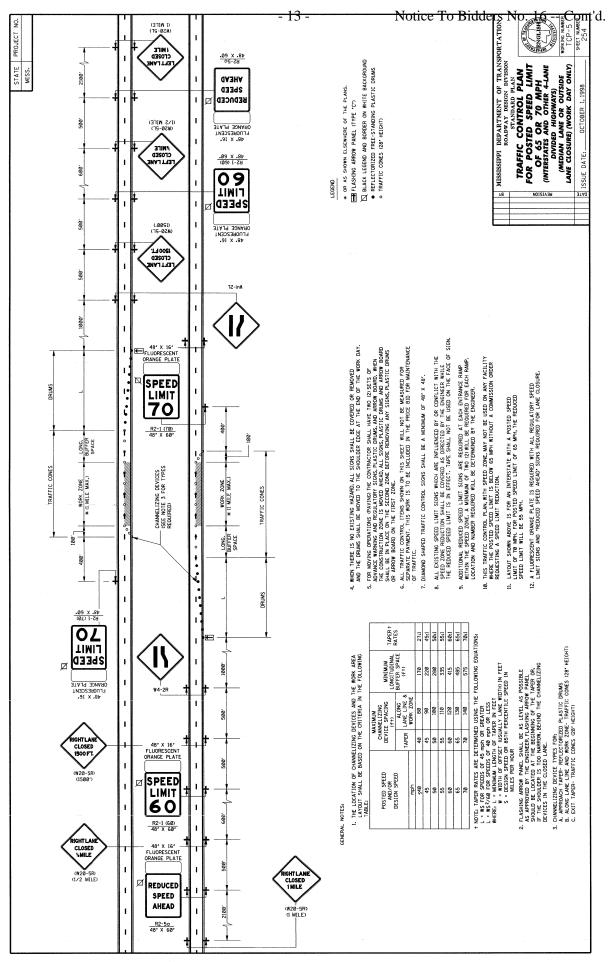
- 9 -

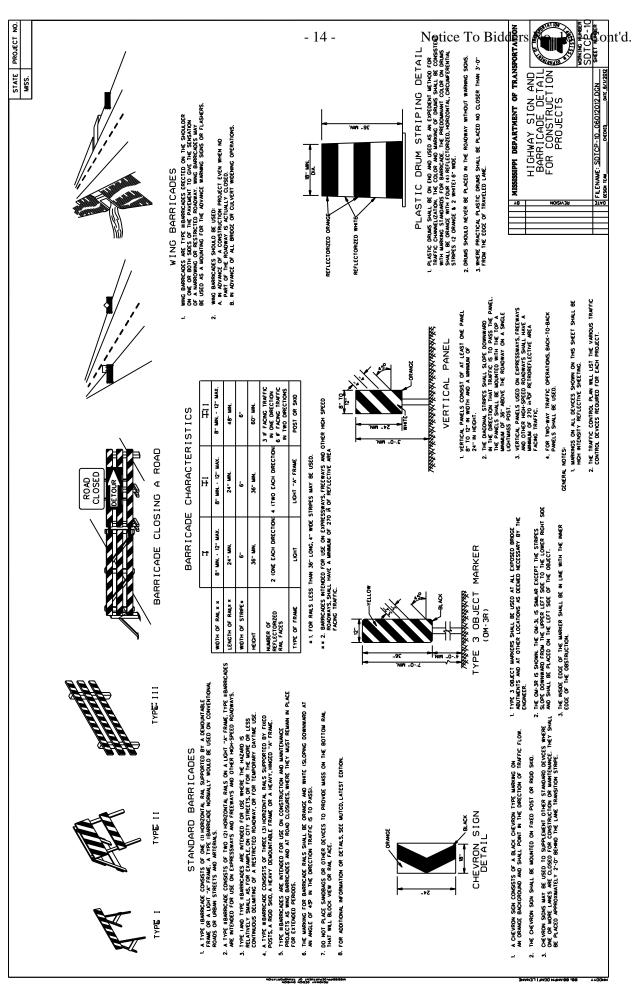


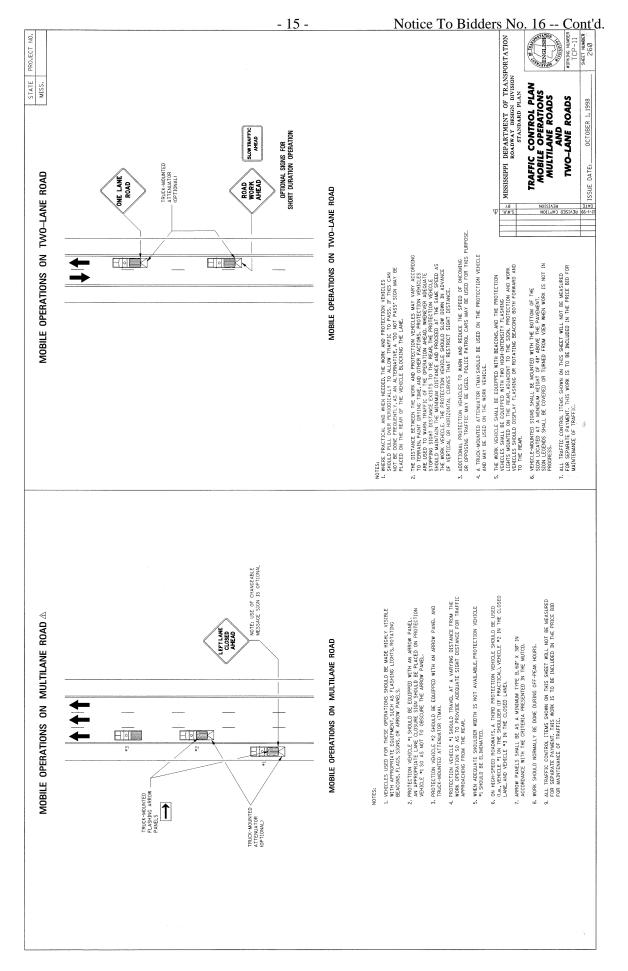


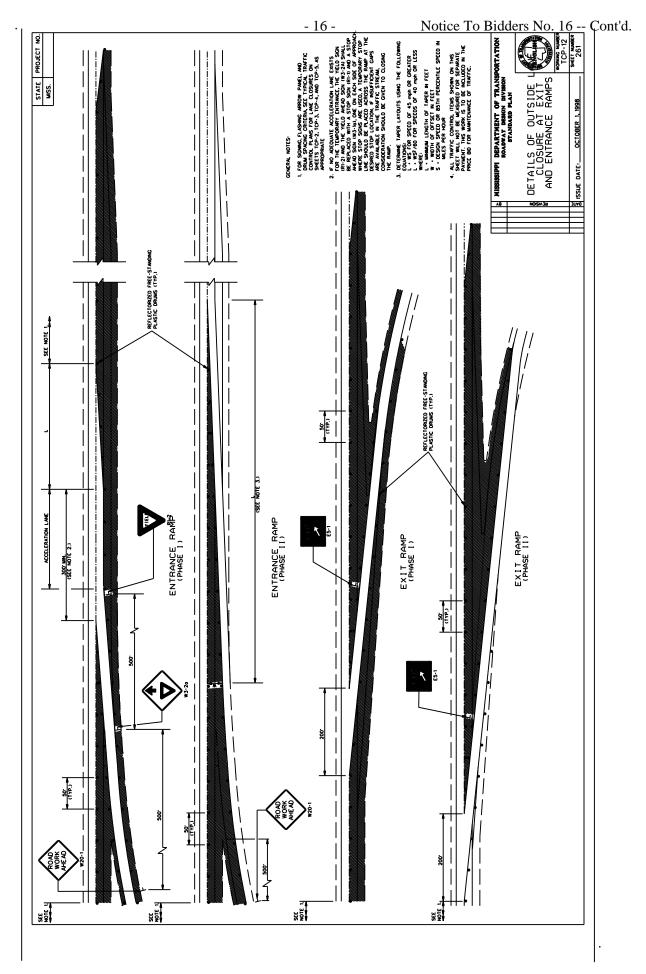


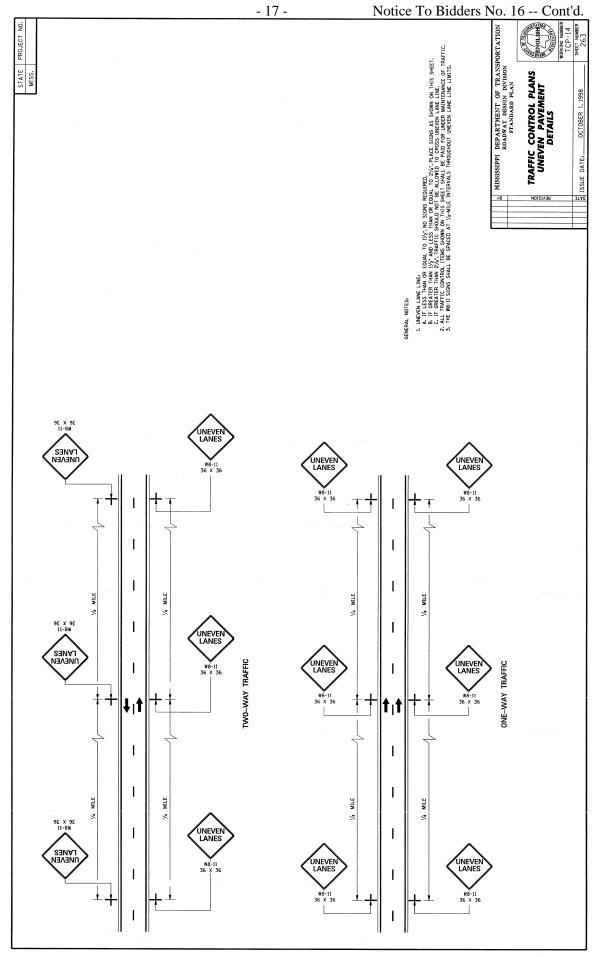
Notice To Bidders No. 16 -- Cont'd.

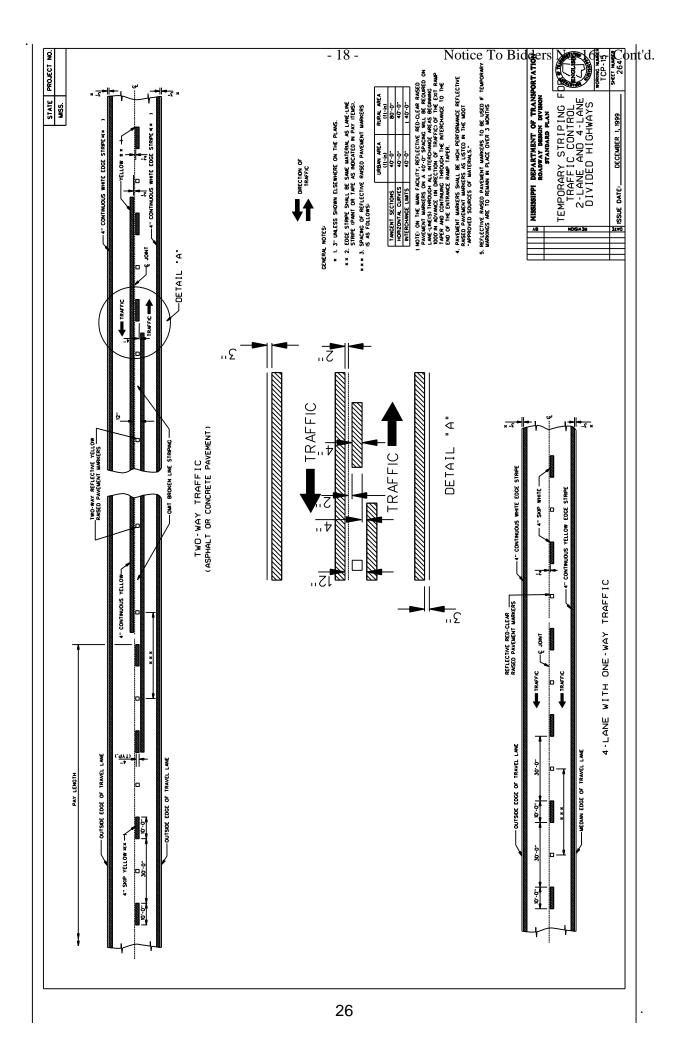


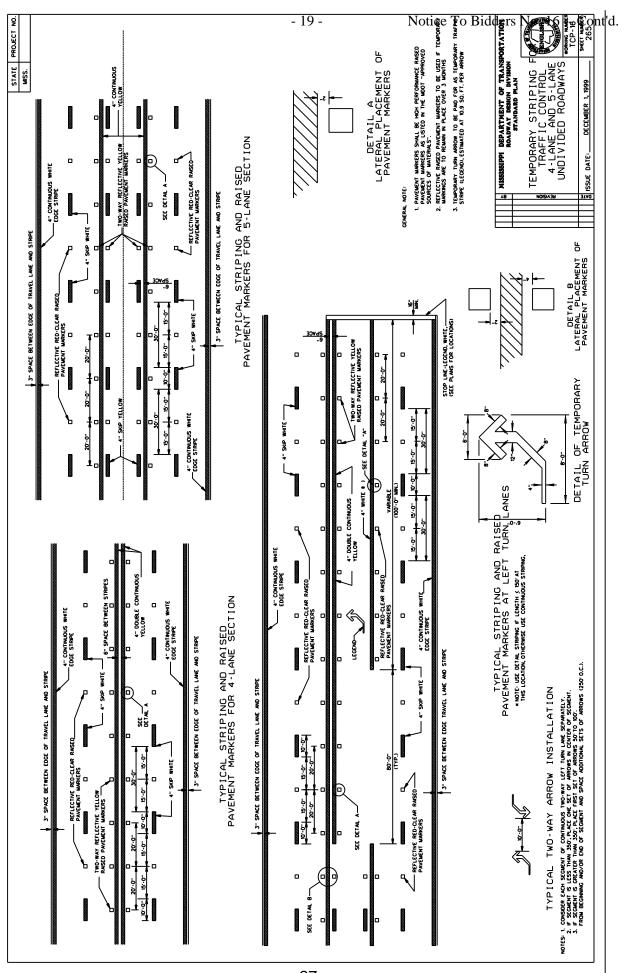




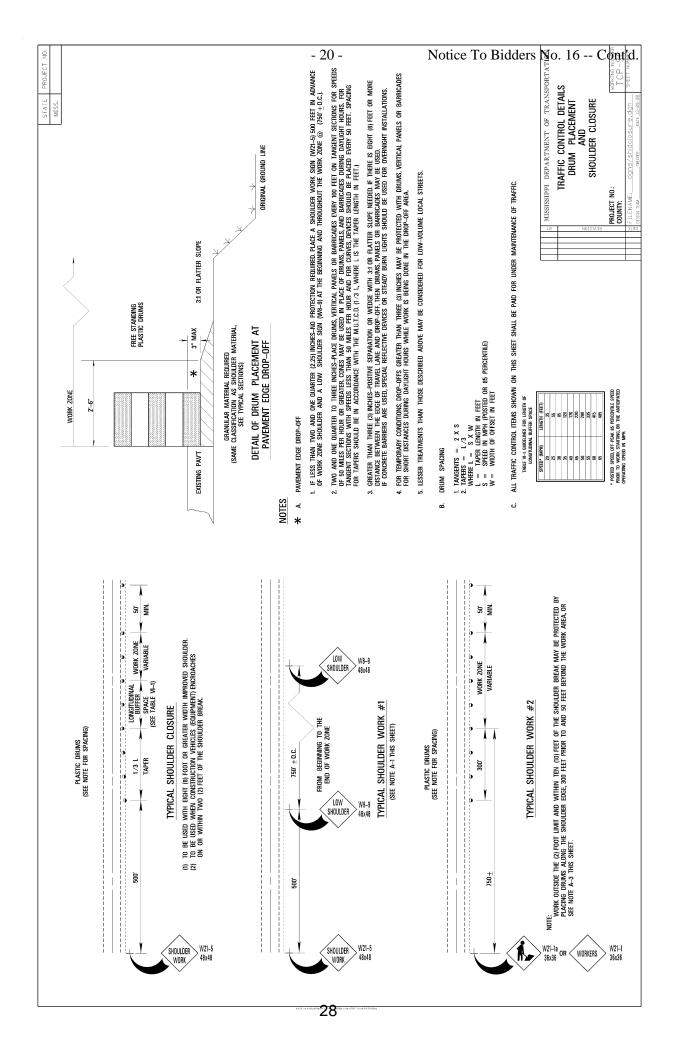








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SECTION 904 - NOTICE TO BIDDERS NO. 93

CODE: (SP)

DATE: April 6, 2017

SUBJECT: Contract Time

PROJECT: MP-3061-06(012) / 306135301- Bolivar County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued no later than **June 13, 2017**.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time date between the date of the **Execution of Contract and August 10, 2017**.

Should the Contractor not request a Notice to Proceed by <u>August 10, 2017</u>, the date for the Notice to Proceed and Beginning of Contract Time will be <u>August 10, 2017</u>.

<u>50</u> Working Days have been allowed for the completion of work on this project.

The progress schedule for this project shows the Notice to Proceed and Beginning of Contract Time starting at the latest possible date. If the Contractor requests a Notice to Proceed earlier than this date, the Contractor shall submit a revised progress schedule showing the work beginning at the new Notice to Proceed and Beginning of Contract Time date.

SECTION 904 – NOTICE TO BIDDERS NO. 94

CODE: (SP)

DATE: 03/23/2017

SUBJECT: Scope of Work

PROJECT: MP-3061-06(012) / 306135301- Bolivar County

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 Specification for Road and Bridge Construction are to be disregarded.

Work on the project shall consist of the following:

<u>US 61</u> <u>ULTRA THIN OVERLAY FROM (LOG MILE 21.81) TO</u> (LOG MILE 32.85) KNOWN AS THE SHELBY BYPASS

- 1. The Contractor shall erect and maintain construction signing, provide all signs, set up night time lane closures (if needed), and traffic handling devices in accordance with the Traffic Control Plan. The costs for this work are to be included in the price bid for pay item number 618-A, Maintenance of Traffic. All traffic control devices on this project should comply with the latest version of the MUTCD. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for those designated in the plans to be black legend and border on white background. The Contractor will be required to use 42 inch channelizing cones with 6 inch wide reflective tape and 16 pound vertical panel bases for each cone.
- 2. It is the Contractor's responsibility to insure the drainage of surface water from milled areas. Temporary wedges of full lane width asphalt shall be placed by the Contractor immediately after the cold milling process to allow the safe transition of traffic. These wedges shall be maintained in a satisfactory condition by the Contractor until the permanent asphalt is placed. All costs for placing and maintaining these wedges shall be absorbed in other pay items.
- 3. Full width milling will be done at several locations on the project. Unless otherwise stated, or directed by the Project Engineer, the depth of milling will be 3/4 of an inch on the appropriate cross slope.
 - a) Mill the BOP and EOP of the project a distance of 100 feet. Start with a depth of 3/4 of an inch and taper up to 0 inches at 100 feet. Mill Bridge ends a minimum of 100 feet. Care shall be taken to insure proper minimum guard rail heights and milling longer than 100 feet may be needed.

b) All County roads will be milled from 3/4 of an inch at the MDOT Right of Way, tapered up to 0 inches at 20 feet

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- c) All channelized intersections will be milled so as to provide the design grade of gutters are matched when the surface lift of 3/4 of an inch is applied
- 4. Overlay US 61 with 3/4 of an inch and variable ultra-thin asphalt. This overlay will consist of overlaying the mainline highway, local roads, and asphalt pads. Publicly maintained roads or streets shall be paved to the existing right of way. Privately owned entrances shall be paved a distance of 10 feet and variable from the edge of pavement. The ultra-thin asphalt lift will not require density tests by the MDOT but a rolling pattern using a nuclear gauge as a minimum testing device will be utilized by the Contractor. This testing will be done to ensure the asphalt is rolled to refusal. Any site grading at local roads, crossovers or drives will not be measured for separate payment but will be considered an absorbed item. Cross slopes shall be increased where practical within contract quantities in an effort to achieve a uniform cross slope of 2%. The existing superelevation rate in horizontal curves is to be maintained as a minimum. Any work to control the laydown equipment for proper placement of the asphalt in the superelevated curves shall be absorbed by the Contractor at no additional cost to the state.
- 5. Before the final surface lift is placed a 1-inch thick leveling course will be placed using the 9.5-mm, MT, leveling asphalt pay item. The locations for this leveling lift will not require density tests by the MDOT but a rolling pattern using a nuclear gauge as a minimum testing device will be utilized by the Contractor. This testing will be done to ensure the asphalt is rolled to refusal.

Leveling Sections:

- a) North bound traffic lanes starting at Log Mile 30.46 and proceeding northerly for 350 feet
- b) North bound traffic lanes starting at Log Mile 30.87 and proceeding northerly for 400 feet
- 6. Temporary striping shall conform to finished stripe specifications for alignment, reflectivity, straightness, and neatness. Temporary stripe shall be placed as needed for safe movement of traffic. All permanent pavement markings are to be hot thermoplastic. Edge lines will be placed so as to maintain a 12-foot lane width.
- 7. Raise the existing shoulders to match the new pavement elevation by grading existing material and/or placing any needed granular material, all to be bladed and dressed to a finished slope of 4%. Any existing low shoulders or at any time there is a differential in excess of two inches (2"), the Contractor shall raise the shoulder grade up to the current asphalt grade. The Contractor may pull up existing shoulder material if possible or place new granular material. Incidental work such as removing vegetation, shaping and compacting shoulders (including the base for paved aprons), and other incidental work that is necessary to complete the work will not be measured for separate payment and the cost will be included in the items bid.

8. Raised pavement markers will be placed at 80-foot intervals in tangents and 40-foot intervals in curves and in urban limits along the centerline of roadway. Removal of existing raised pavement markers or rumble bars shall be done before the overlay and shall be considered an absorbed item of work.

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SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h

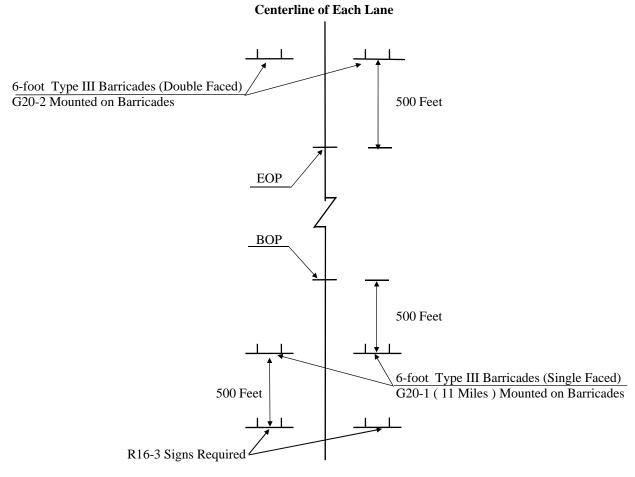
SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-3

DATE: 03/23/2017

PROJECT: MP-3061-06(000) / 306135301 -- Bolivar County

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following.

Additional signs will be required as follows.

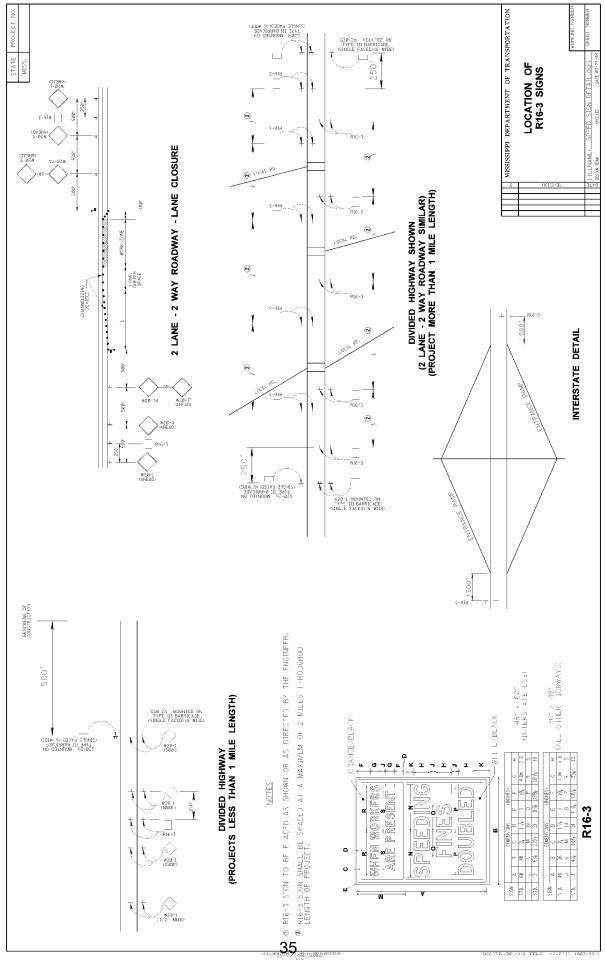


ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- <u>27</u> W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the project.
- <u>12</u> R16-3 "SPEEDING FINES DOUBLED" signs required.

R16-3 signs shall be spaced in accordance with sheet titled "Location of R16-3 Signs".

All Construction signing is included in the bid for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R16-3 which shall be black legend and border on white background.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Additional Signing Requirements

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 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 441, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various locations 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

	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) h	nereinafter 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, cashiet'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 <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.

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

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
	6
	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 names, titles and business addresses of the executives are as	State of and the follows:
President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

Overlay approximately 11 miles of US 61 UT to Shelby Bypass, known as State Project No. MP-3061-06(012) / 306135301 in Bolivar County.

Line no.	Item Code	Adj Code	Quantity	Units Roadway I	Description[Fixed Unit Price] tems
0010	304-B004	(GT)	13,337	Ton	Granular Material, Class 5, Group D
0020	403-B011	(BA1)	200	Ton	9.5-mm, MT, Asphalt Pavement, Leveling
0030	406-A002		10,520	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0040	407-A001	(A2)	31,000	Gallon	Asphalt for Tack Coat
0050	411-A001	(BA1)	15,300	Ton	Ultra Thin Asphalt Pavement
0060	618-A001		1	Lump Sum	Maintenance of Traffic
0070	618-B001		1	Square Feet	Additional Construction Signs (\$10.00)
0080	619-A1003		8,860	Linear Feet	Temporary Traffic Stripe, Continuous White, Paint
0090	619-A1004		21	Mile	Temporary Traffic Stripe, Continuous White, Paint
0100	619-A2003		8,860	Linear Feet	Temporary Traffic Stripe, Continuous Yellow, Paint
0110	619-A2004		18	Mile	Temporary Traffic Stripe, Continuous Yellow, Paint
0120	619-A3003		23	Mile	Temporary Traffic Stripe, Skip White, Paint
0130	619-A5002		36,704	Linear Feet	Temporary Traffic Stripe, Detail, Paint White
0140	619-A5002		29,812	Linear Feet	Temporary Traffic Stripe, Detail, Paint Yellow
0150	619-A6004		3,330	Linear Feet	Temporary Traffic Stripe, Legend, Paint
0160	620-A001		1	Lump Sum	Mobilization
0170	626-A001		23	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0180	626-B001		8,860	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0190	626-B002		21	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0200	626-C002		21	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0210	626-E002		8,860	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0220	626-F001		18	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
0230	626-G004		37,064	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0240	626-G005		29,812	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0250	626-H001		3,330	Square Feet	Thermoplastic Double Drop Legend, White
0260	626-H002		2,960	Linear Feet	Thermoplastic Double Drop Legend, White
0270	627-J001		2,050	Each	Two-Way Clear Reflective High Performance Raised Markers
0280	627-K001		3,450	Each	Red-Clear Reflective High Performance Raised Markers
0290	627-L001		485	Each	Two-Way Yellow Reflective High Performance Raised Markers

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).
Project No. County County County
16
27.
3.
49
510
(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)

T	I otal Contract Reduction								0	
T 1 T4	I otal Item Reduction									
U 7: - 11	Unit Price Reduction									
T T14	Unit									
U	Pay Item Number		6							
	Project Number	1.	5	3.	4.	5.	6.	7.	8.	

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

10. 10. 10. 10. 10. 10. 10. 10. 11. 10.			9.	Project NumberPay ItemUnit PriceTotal ItemTotal ContractNumberNumberReductionReductionReduction	BID PROPOSAL (Continued)
		 (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 \$	10.	9. 10. 10. 10. 10. 10. 10. 10. 11. 10. 11	al Item Iuction
		(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 \$	10. 10. (c) If Combination C has been selected, then initial and complete ONE of the following. 1 (We) desire to be awarded work not to exceed a total monetary value of \$	9. 10.	al Item luction
I (We) desire to be awarded work not to exceed a total monetary value of $\$$	I (We) desire to be awarded work not to exceednumber of contracts.	(c) If Combination C has been selected, then initial and complete ONE of the following.	10.	9. 10. 10. 10. 10. 11	al Item luction
(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 \$		10.	9. 10. 110.	Project Number Pay Item Unit Unit Price Total Item Number Number Neduction Reduction Reduction
it Unit Price Total Item Reduction Reduction	It Unit Price Total Item Image: Seduction Reduction Reduction Image: Seduction Image: Seduction Image: Seduction Image: Seduction Image: Seduction Image: Seduction	it Unit Price Total Item Reduction Reduction	it Unit Price Total Item Reduction	JN 905 - COMBINATION BID PROPOSAL (Continued)	

Ś TION BID PROPOSAL SECTION 905 - COMBINA

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 <u>DOES NOT</u> constitute <u>APPROVAL</u> 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 <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 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-3061-06(012)/ 306135301000
in <u>Bolivar</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.
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)

CONTRACT FOR MP-3061-06(012)/ 306135301000

LOCATED IN THE COUNTY(IES) OF Bolivar

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	s 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
	sportation Commission in session on the day of, Page No
Revised 8/06/2003	,

SECTION 903 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: MP-3061-06(012)/ 306135301000

LOCATED IN THE COUNTY(IES) OF: Bolivar

STATE OF MISSISSIPPI, COUNTY OF HINDS

Know all men by these prese	ts: that we,(Contractor)
	(Contractor)
	Principal, a
residing at	in the State of
and	(Surety)
	(Surety)
residing at	in the State of,
	e State of Mississippi, under the laws thereof, as surety, effective as of the contract date nly 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	nade, we bind ourselves, our heirs, administrators, successors, or assigns jointly and
severally by these presents.	
The conditions of this bond a	e such, that whereas the said
principal, has (have) entered	nto 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 mo	tioned 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,

Revised 09/02/2014

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
-	_ By (Signature) Attorney in Fact
	Address
Title (Contractor's Seal)	
(Contractor's Seal)	(Printed) MS Agent
	(Signature) MS Agent
	Address
	(Surety Seal)
	Mississippi Insurance ID Number

Revised 9/02/2014



BID BOND

KNOW ALL MEN BY THESE PRESE	ENTS, that we				
			Co	ontractor	
				Address	
			City	, State ZIP	
As principal, hereinafter called the Prin	cipal, and			Surety	
a corporation duly organized under the	laws of the state of	of			
as Surety, hereinafter called the Surety,	are held and firm	nly bound unto	State of M	Aississippi, Jacks	on, Mississippi
As Obligee, hereinafter called Obligee,	in the sum of Fi	ve Per Cent (5	%) of Amou	ınt Bid	
			Dollars(\$)
for the payment of which sum will an executors, administrators, successors ar					ourselves, our heirs,
NOW THEREFORE, the condition of the said Principal will, within the time requires performance of the terms and condition will pay unto the Obligee the difference which the Obligee legally contracts with but in no event shall liability hereunder	ired, enter into a s of the contract, e in money betwe h another party to	formal contract then this obligation of the amount of perform the wo	and give a g tion to be vo of the bid of	good and sufficien id; otherwise the l the said Principal	t bond to secure the Principal and Surety and the amount for
Signed and sealed this	day of		, 20	_	
		_		(Principal)	(Seal)
(Witness)		1	Ву:	(Name)	(Title)
				(Surety)	(Seal)
		I	Ву:		
(Witness)				(Attorney-in-Fa	act)
				(MS Agent)	
			Mi	ssissippi Insurance	e ID Number

	-	YEAR 2011				-			-	-	NOS	COUNTY		livar	Bolivar			-	
LINE NUMBERS		JAN FEB M	MAR APRIL	RIL MAY	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV DEC JAN FEB	B MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV DEC	
						_0		20											
						ÿ		8											
							23	97											
170-290								46	20										
05/23/2017																			
06/13/2017																			
08/10/2017 (FLEX)																			
	Y	FEB	MAR APRIL		 JULY	AUGUST	SEPTEMBER	OCTOBER N	NOV DECJAN FEB	B MAR	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV DEC	172 DEC WORKING
ANTICIPATED WORKING DAYS PER MONTH	9	6 7 .	11 15		21	21	20	16	11 5 6 7	:=	15	19	20	21	21	20	16	11 5	DAYS

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.