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SM No. CMP5000520931

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

11

Mill & Overlay approximately 6 miles of SR 39 from SR 21 to SR 145, & approximately 2 miles of SR 21 from 1 mile West of SR 39 to SR 39, known as State Project Nos. MP-5000-52(093) / 305744301 & 302 in Noxubee County.

Project Completion: 34 Working Days

(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

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(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA) 06/27/2017 02:56 PM

SECTION 901 - ADVERTISEMENT

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

Mill & Overlay approximately 6 miles of SR 39 from SR 21 to SR 145, & approximately 2 miles of SR 21 from 1 mile West of SR 39 to SR 39, known as State Project Nos. MP-5000-52(093) / 305744301 & 302 in Noxubee 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.

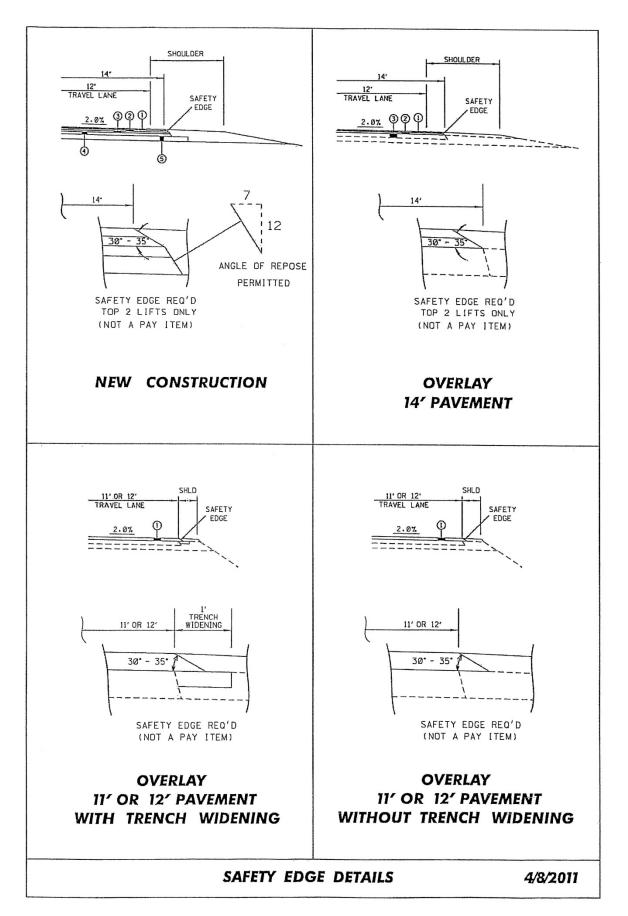
SECTION 904 - NOTICE TO BIDDERS NO. 13

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').



SUPPLEMENT TO NOTICE TO BIDDERS NO. 14

DATE: 7/02/2017

PROJECT: MP-5000-52(093) / 305744301 & 302 - Noxubee County

After the second paragraph on page 1, add the following:

Name Insured: KCS Railroad

Description and Designation: Mill and Overlay SR 39

Mile Post: Intersection of SR 39 and tracks, near Shuqualak, Mississippi.

After the fourth paragraph on page 1, add the following:

Carmen Wallace Signal Project Engineer Kansas City Southern Railway 4601 Hilry Huckaby III Ave Shreveport, Louisiana 71107 Office: 318-676-6085 Cell: 318-519-5083 Fax: 318-676-6273 CWallace@KCSouthern.com

SECTION 904 - NOTICE TO BIDDERS NO. 14

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Railway-Highway Provisions

Prior to bidding, the Contractor shall contact the Railroad concerning insurance coverage required for this project. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

The name insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Notice of starting to work, completion of any required forms, and correspondence pertaining to railroad liability insurance shall be directed to the person below.

The Contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving at least ten (10) working days prior notice to the RAILROAD authorized representative at the RAILROAD's office(s) below.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, <u>the RAILROAD shall render bills to the Contractor</u> for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with railroad flagging and cable locating. Generally, the flagging rate is \$700.00 per day (1 to 8 hours) plus overtime at \$125.00 per hour, however, the Contractor shall contact the RAILROAD to verify all rates.

A flagman is required anytime a Contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. <u>The RAILROAD</u>, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across <u>any</u> track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from the RAILROAD Engineers.

SECTION 904 - NOTICE TO BIDDERS NO. 18

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Kansas City Southern Construction Requirements

Bidders are hereby advised that provisions which are required as per the Notice to Bidders entitled "Railway-Highway Provisions" shall also include the following.

The Contractor shall submit to the Project Engineer and the Railroad detailed plans and design data for temporary construction clearances, stages of construction, erection plans, demolition plans, false-work plans, excavation plans, and temporary shoring plans and calculations, as required, and shall be sealed by a Mississippi Registered Professional Engineer. All submittals must be approved by the Railroad before excavation or construction can begin within Railroad Right-of-Way. All construction submittals for work performed within the Kansas City Southern Railway Company (KCS) right-of-way shall be made per the KCS "Guidelines for the Design and Construction of Railroad Overpasses and Underpasses" as updated in May 2008.

Prior to beginning any work on the KCS right-of-way, the Contractor shall obtain a Right of Entry Permit. To request a permit application, the Contractor should contact Sylvia Schmidt. Mrs. Schmidt's contact information is as follows.

Sylvia Schmidt Permit Manager Jones Lang LaSalle Americas, Inc. 3017 Lou Menk Drive, Suite 100 Fort Worth, Texas 76131-2800 817-230-2688

The Contractor shall be responsible for payment of all application fees.

This project will require construction activities on the right-of-way of active railroad tracks which are currently owned and/or operated by KCS. When work requires that equipment or personnel be within the KCS right-of-way or the "foul zone" adjacent to the right-of-way, a qualified "Employee-in-Charge" (EIC) must be present for the purpose of providing on-track safety and flagging protection for the work crews. The EIC shall also be responsible for the coordination of the Contractor's activities within the KCS right-of-way with the operation of the Railroad. The EIC must be certified under the KCS General Code of Operation Rules (GCOR) and must be approved by the local KCS Roadmaster prior to beginning work on the KCS right-of-way. The Contractor will be required to provide radios for the EIC, all equipment operators, supervisors, and foremen in charge of employees working within the KCS right-of-way. All personnel who must enter upon the KCS right-of-way must check in and out with the EIC and be logged in and out of the site.

All personnel who must work within the KCS right-of-way at any time shall be trained and certified as a KCS "Roadway Worker" and must at all times have their certification card with them and available for random inspection. The Contractor will be responsible for providing this training for Contractor employees or any subcontractor(s) employees. The Contractor shall contact Mr. Larry Slater of Track Sense Inc. at 330-847-8661 or 330-219-4721 (lslater@neo.rr.com) for approximate fees and scheduling the necessary training sessions. The Contractor shall also contact the MDOT Project Engineer to see if any MDOT employees need this training. If so, the Contractor shall include the MDOT employees in the list of participates for training. The Contractor shall bear the cost of training the MDOT employees. Costs for training the MDOT employees will be reimbursed to the Contractor by supplemental agreement.

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Prior to commencing work, the Contractor shall provide to the Railroad Engineer, or the Railroad Engineer's designated representative, a detailed construction schedule for its work on Railroad's right-of-way, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed on Railroad right-of-way. This schedule shall also include the anticipated dates when the milestone events listed below will occur. The Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the Railroad so that site visits may be scheduled.

- Preconstruction meetings.
- Excavations, shoring placement/removal, pile driving, drilling of caissons or drilled shafts adjacent to tracks.
- Reinforcement and concrete placement for near track piers.
- Erection of precast concrete or steel overpass bridge superstructure.
- Reinforcement and concrete placement of overpass bridge decks.
- Completion of the bridge structure.

The Contractor shall so arrange and conduct construction operations in such a manner that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, cables or wires (whether overhead or underground) and other facilities or tenants on the rights-of-way of the Railroad. Before undertaking any work within Railroad right-of-way and before placing any obstruction over any track, the Contractor shall:

- Notify the Railroad's representative at least 72 hours in advance of the work.
- Provide assurance to the Railroad's representative that arrangements have been made for any required flagging service.
- Receive permission from the Railroad Engineer to proceed with the work.
- Ascertain that the Project Engineer has received copies of notice to the Railroad and the Railroad's response.

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

SECTION 904 – NOTICE TO BIDDERS NO. 115

CODE: (SP)

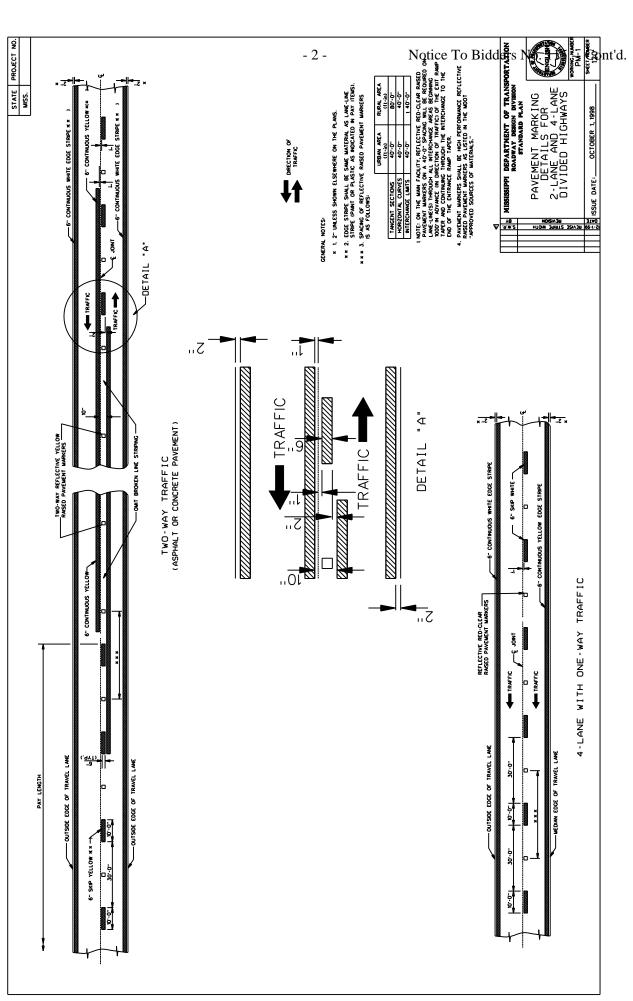
DATE: 04/19/2017

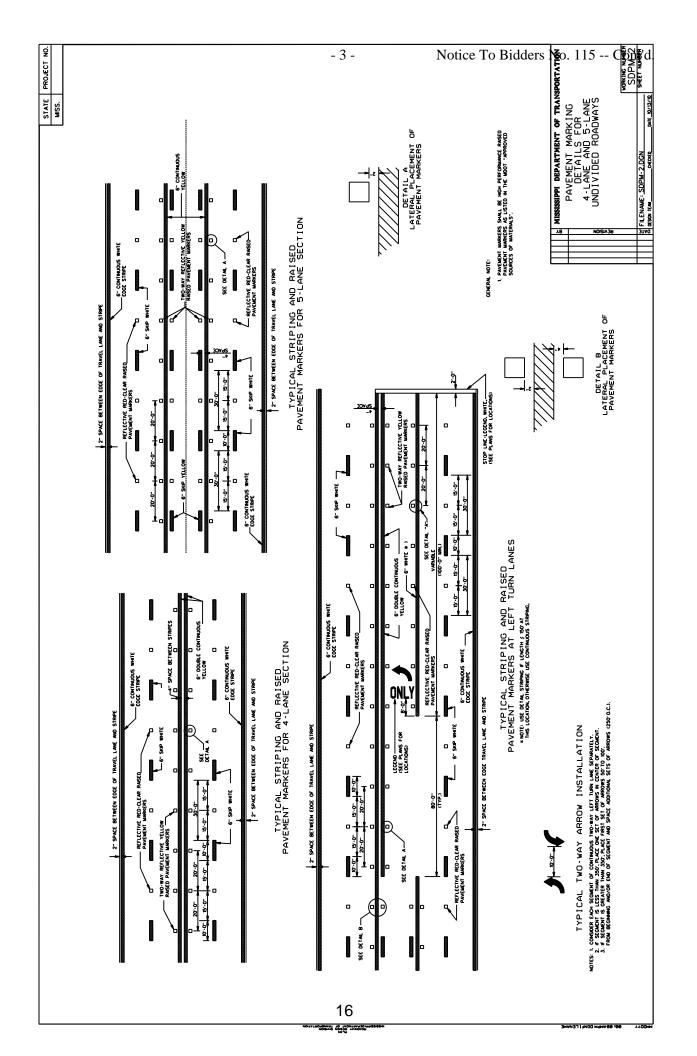
SUBJECT: Standard Drawings

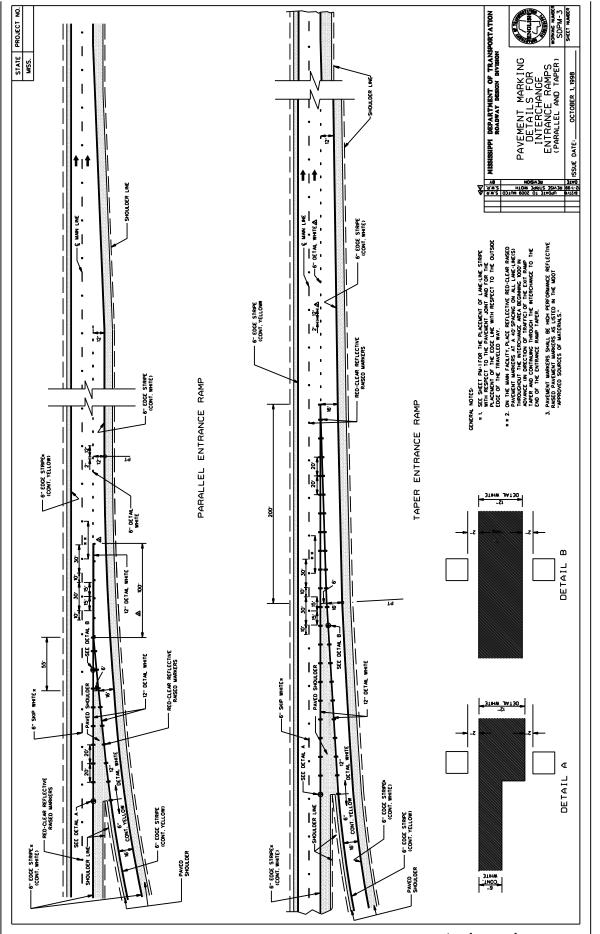
Standard Drawings attached hereto shall govern appropriate items of required work.

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>





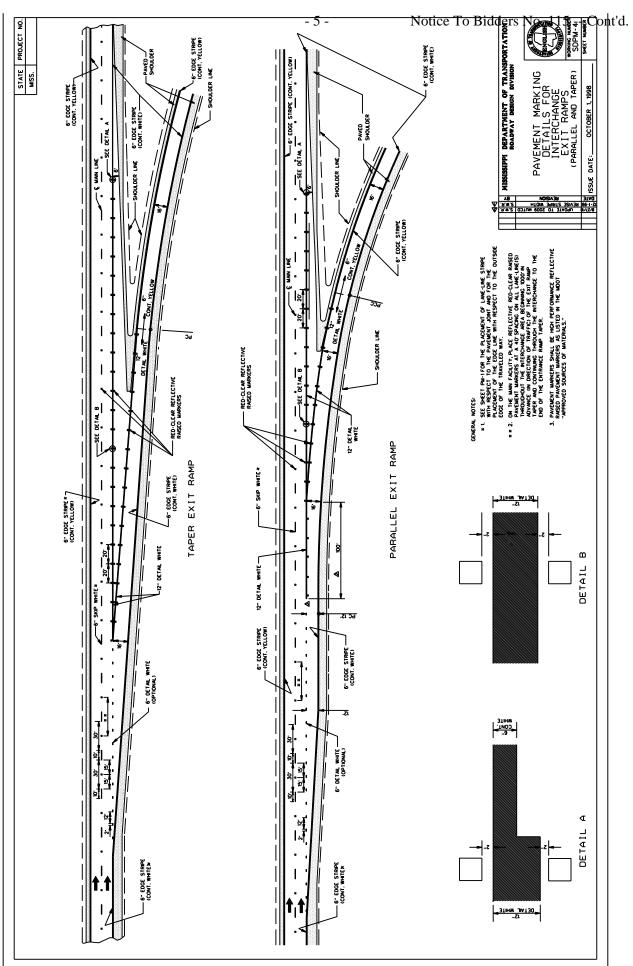


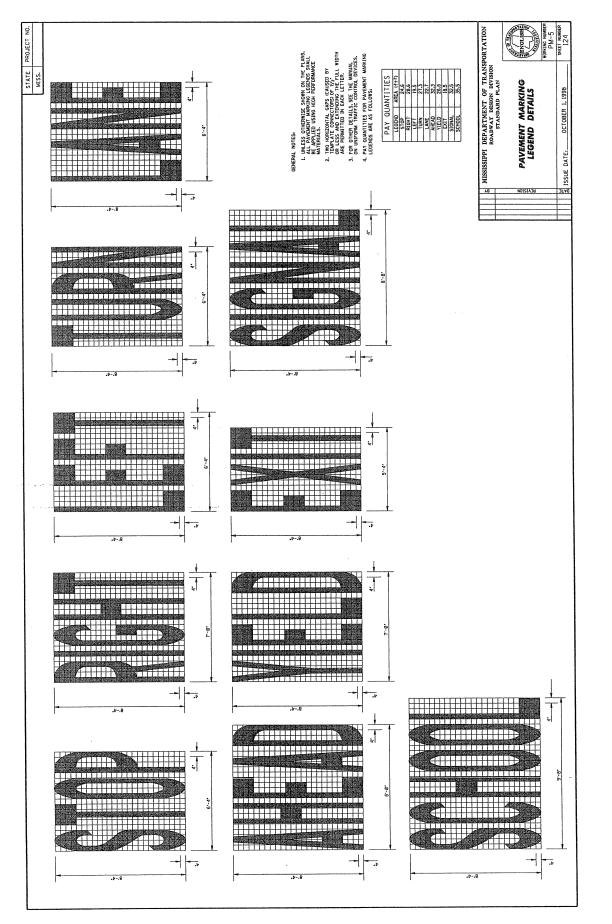
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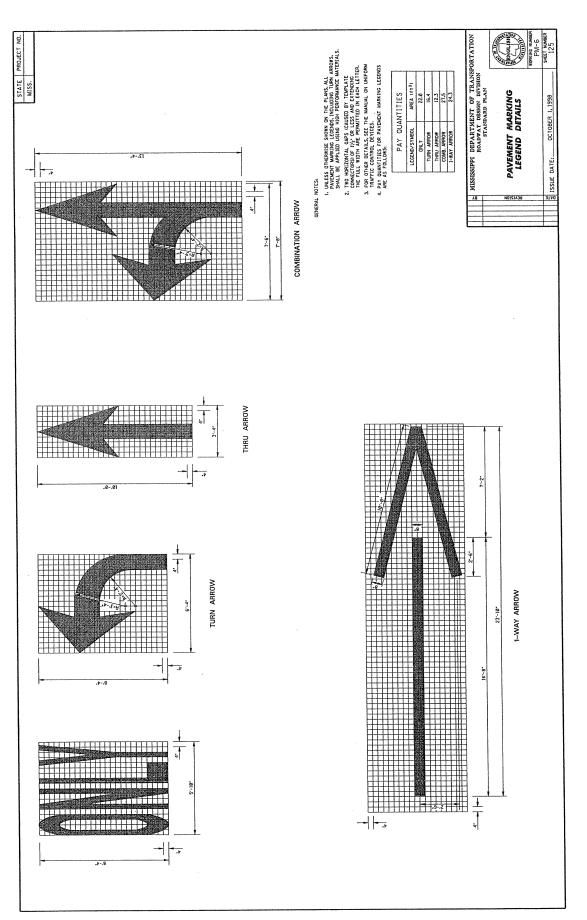
Povement Morking - interchange ramps/PM-3.0CN

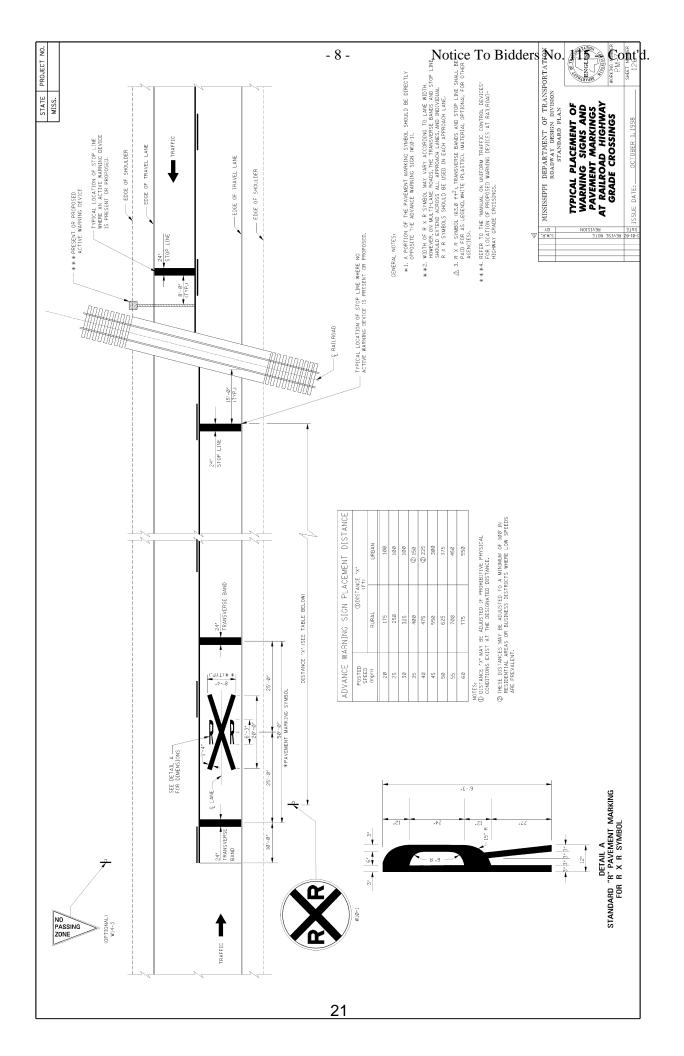
Notice To Bidders No. 115 -- Cont'd.

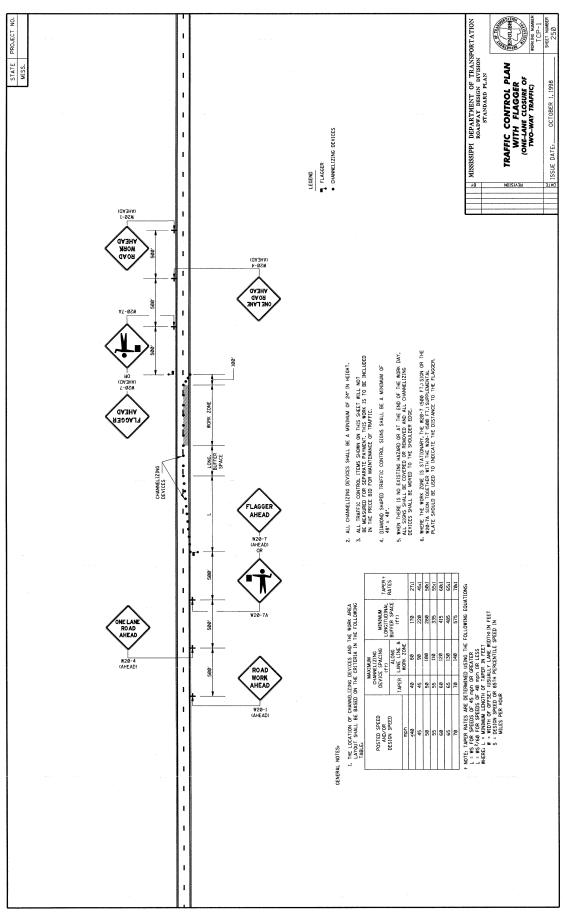




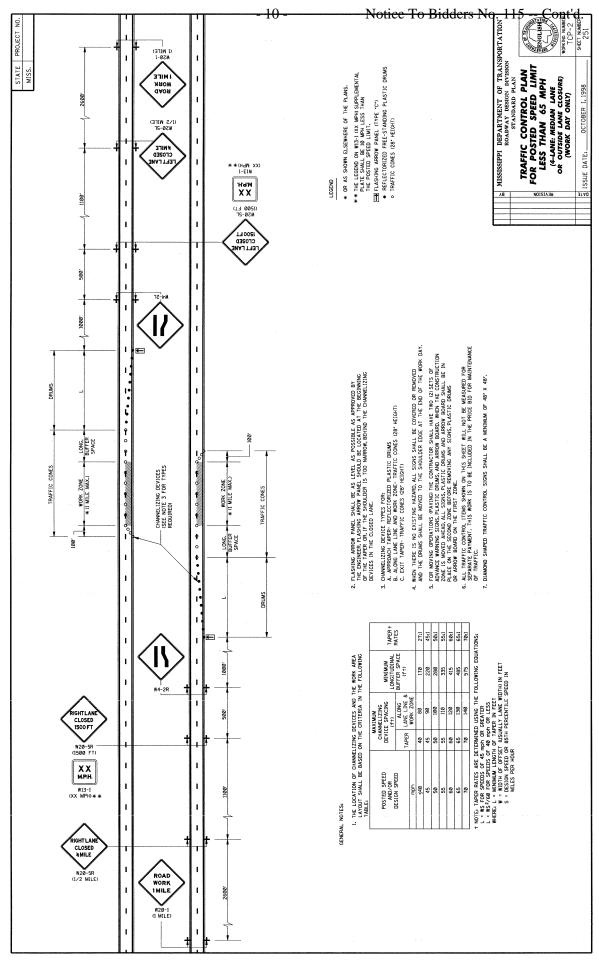
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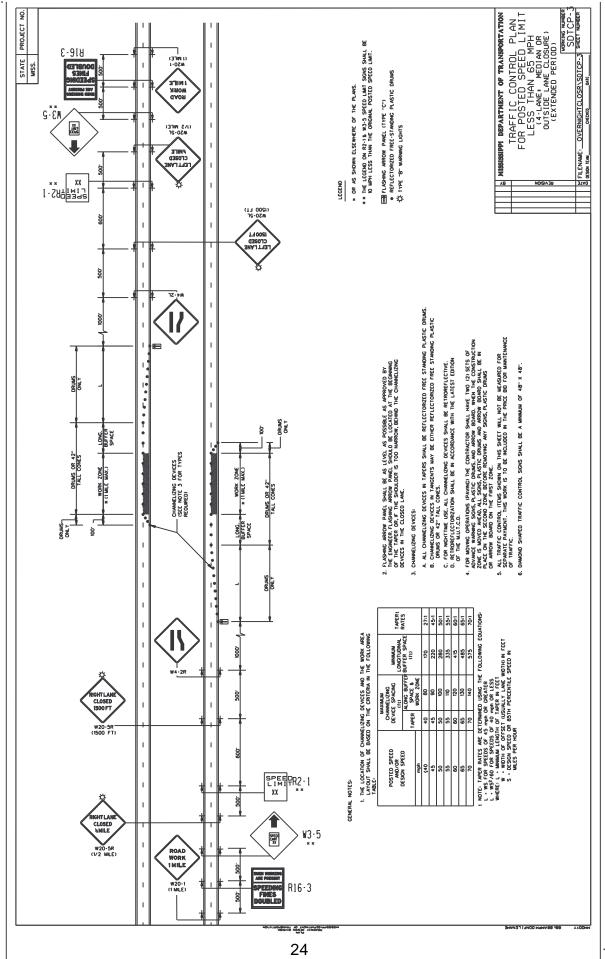


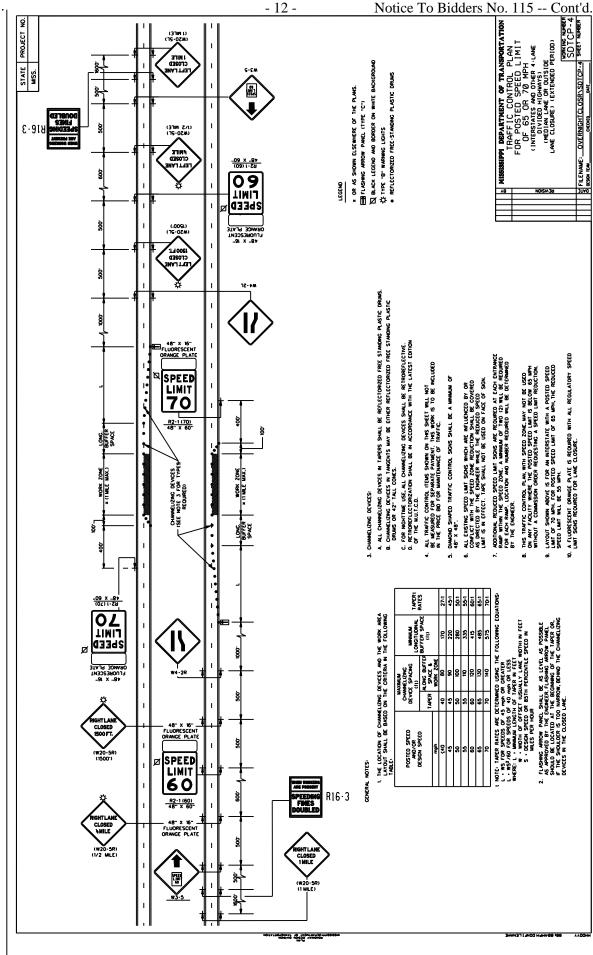


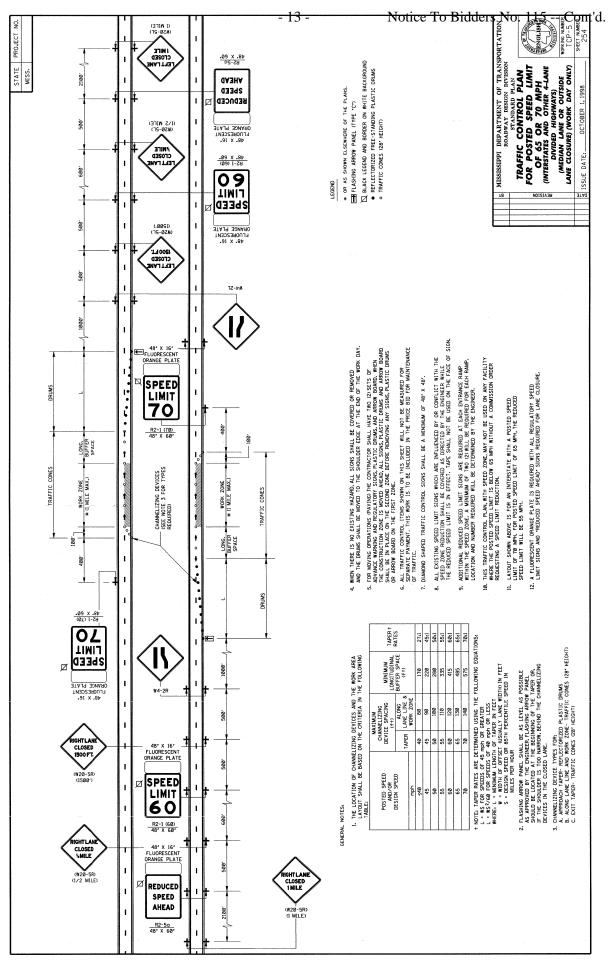


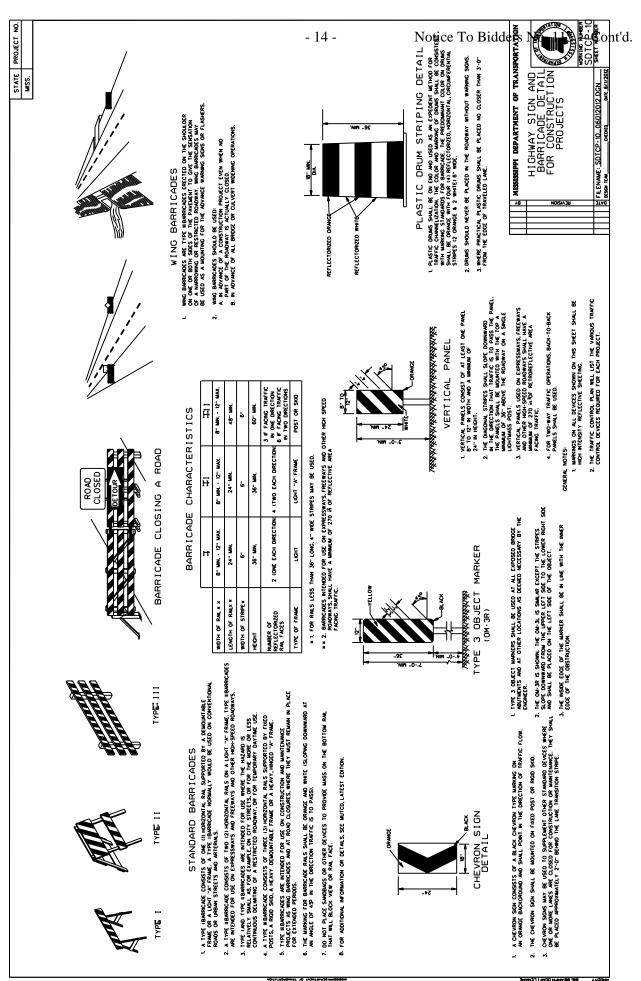
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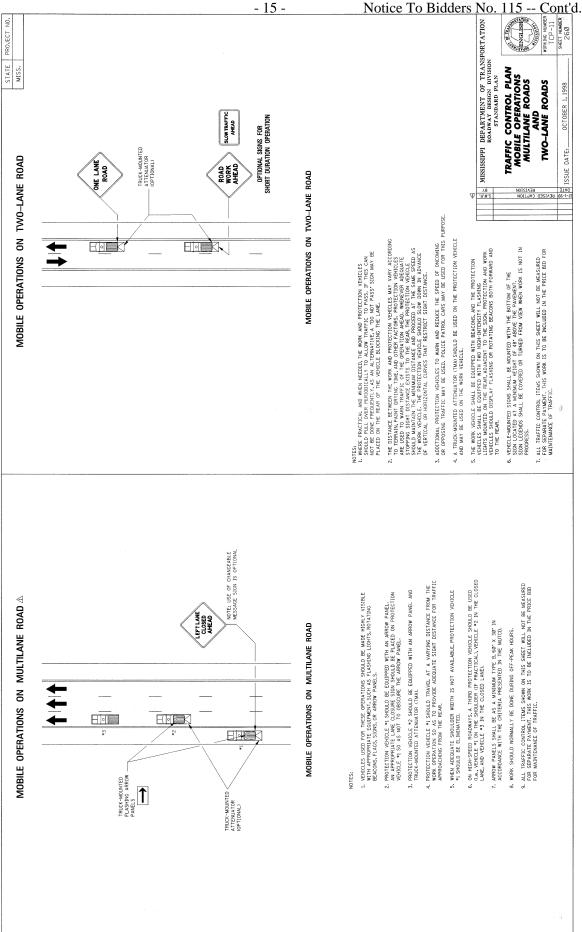


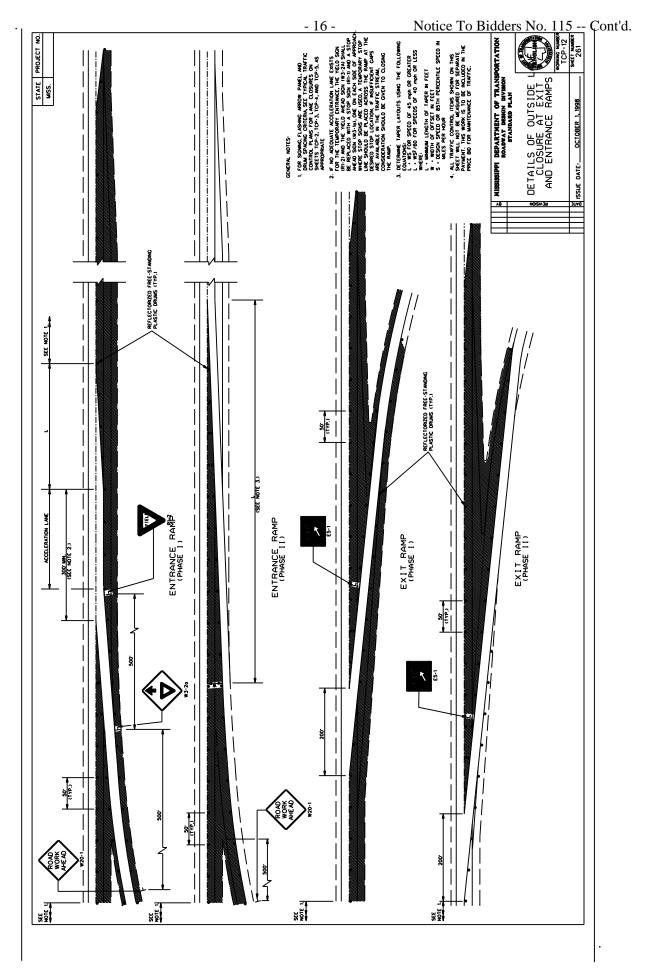


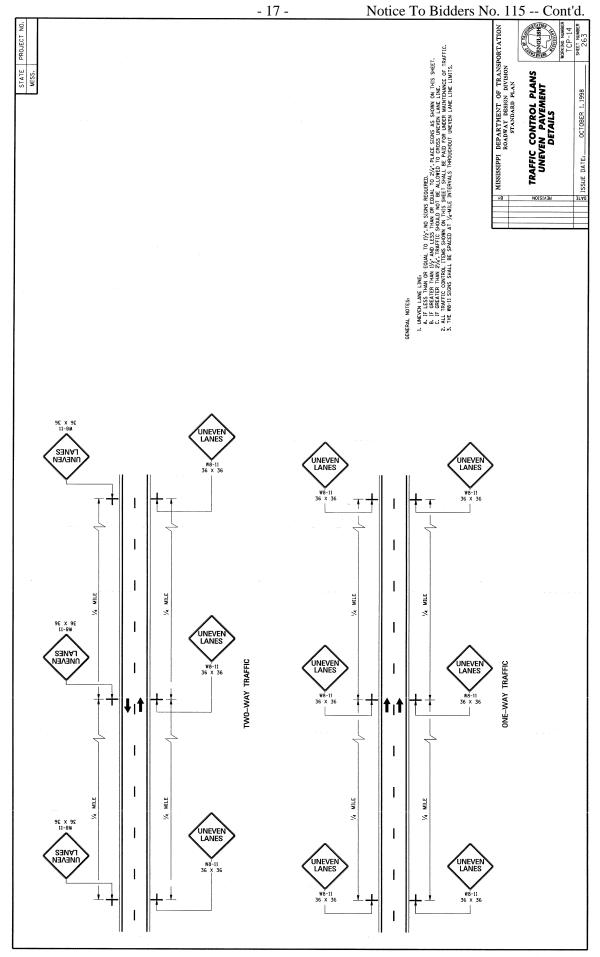


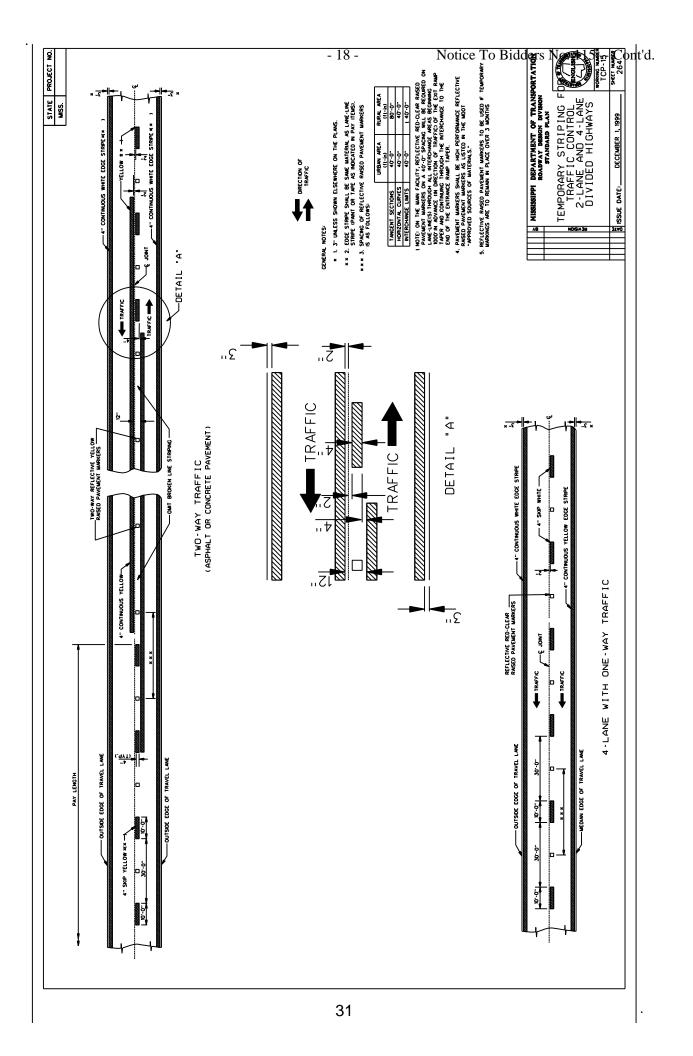


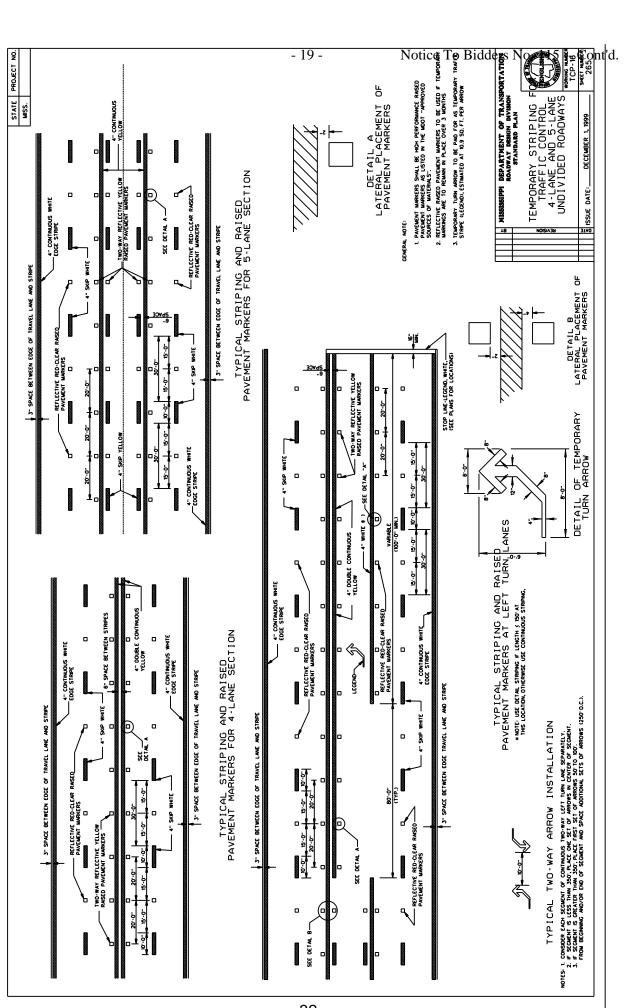




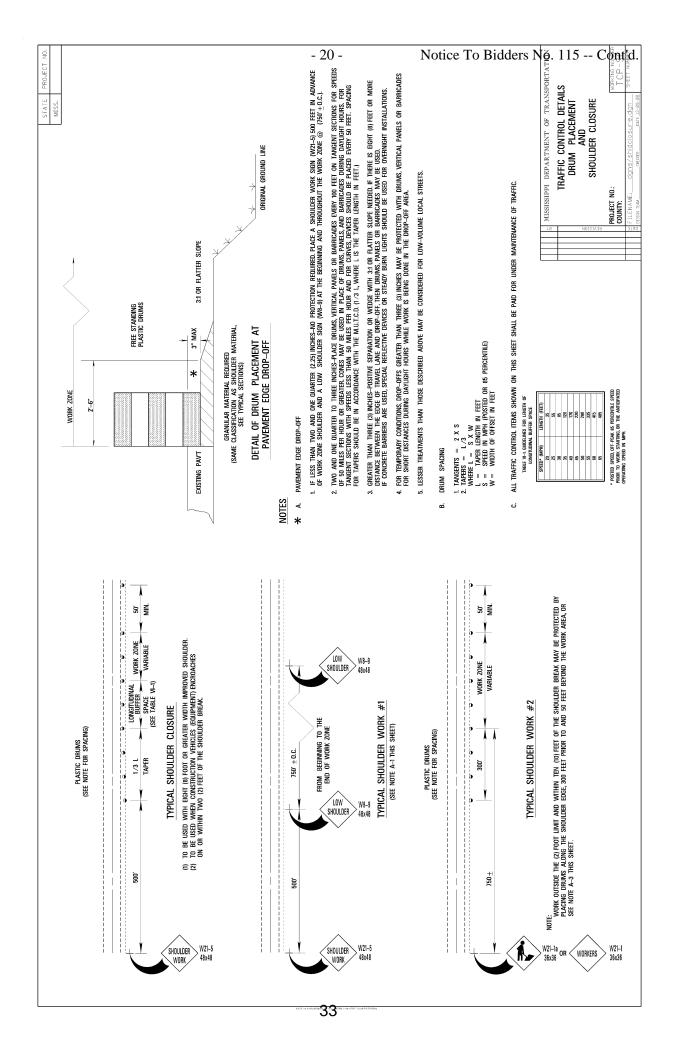


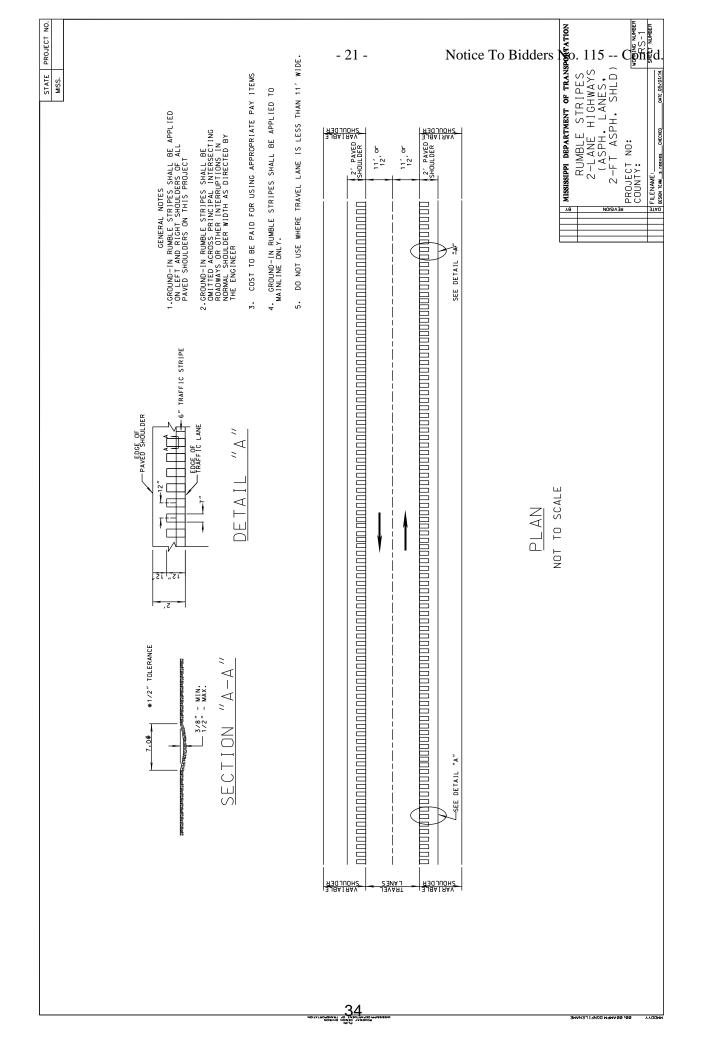


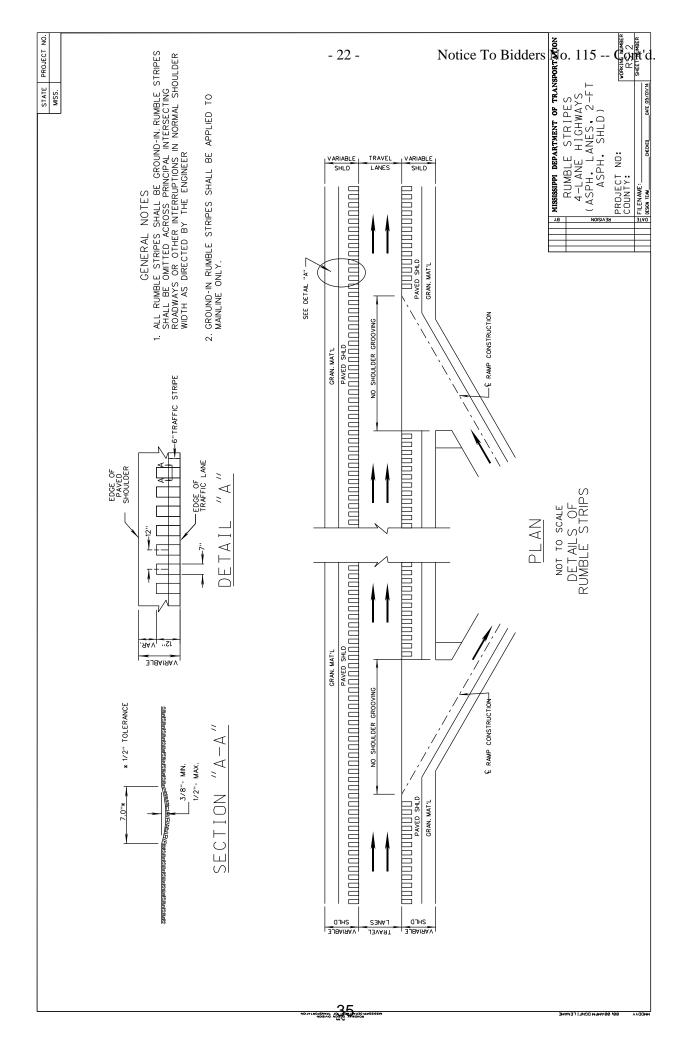


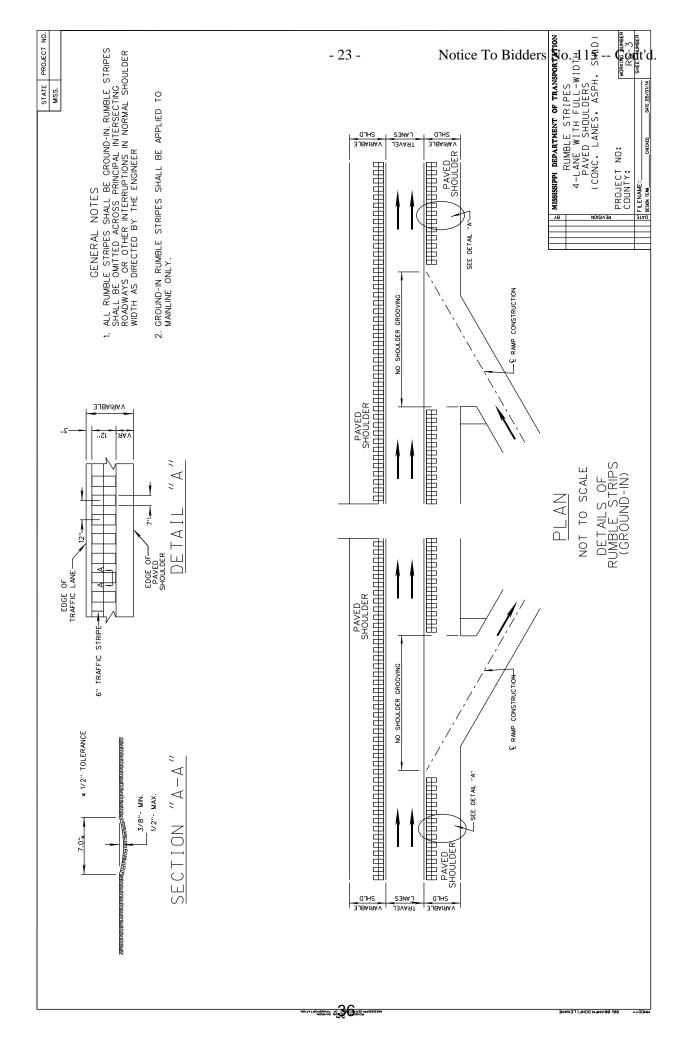


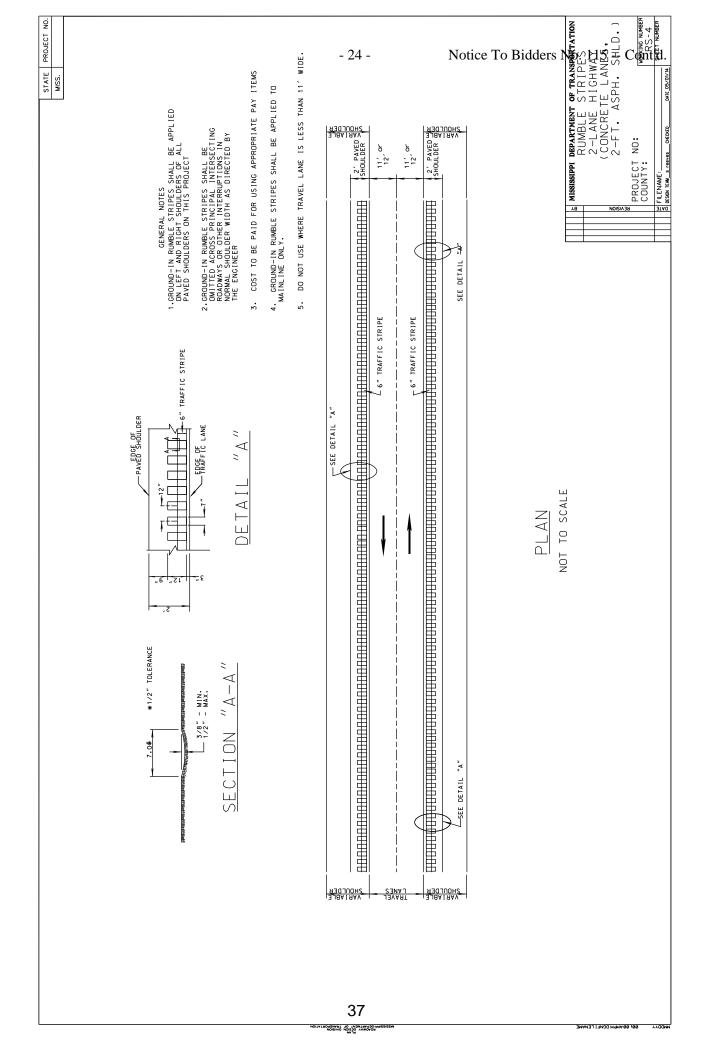
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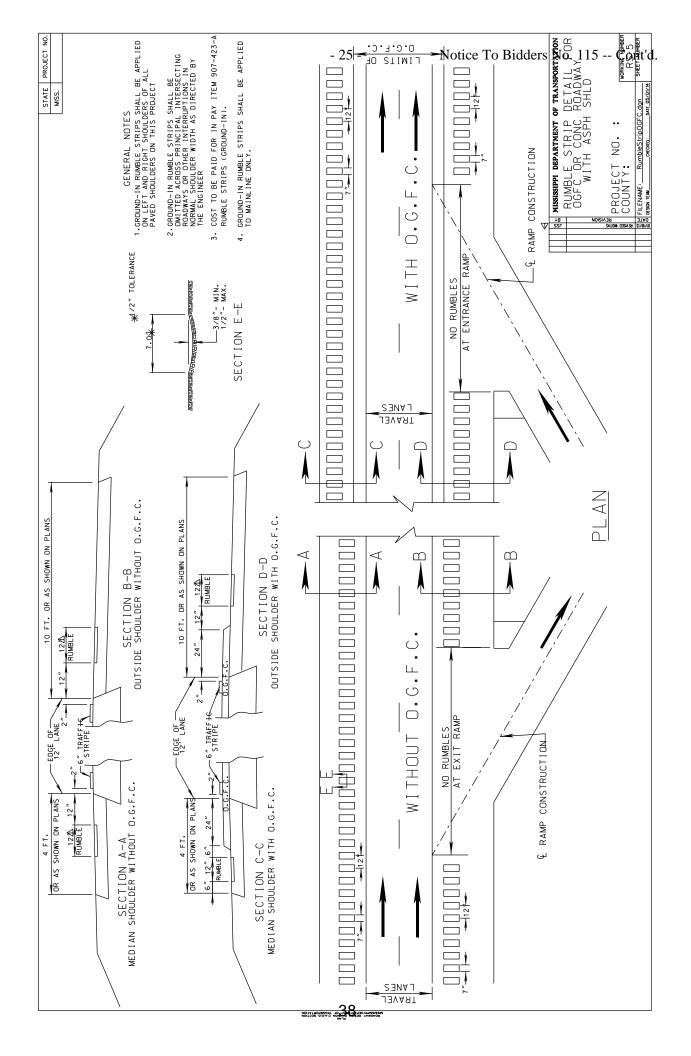


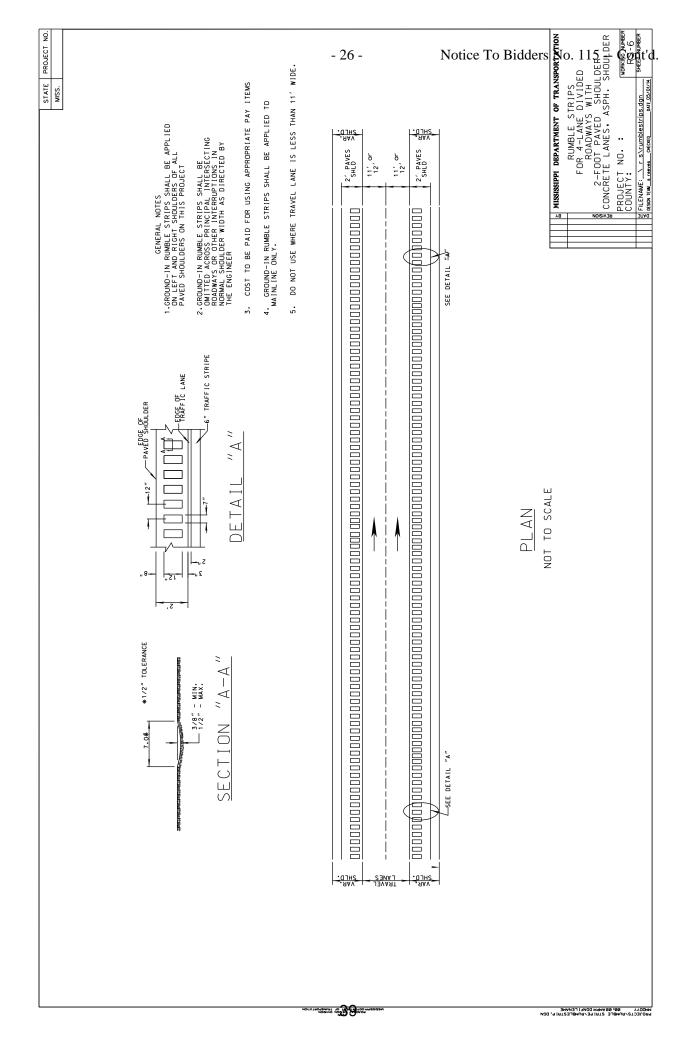












SECTION 904 - NOTICE TO BIDDERS NO. 193

CODE: (SP)

DATE: 6/15/2017

SUBJECT: Contract Time

PROJECT: MP-5000-52(093) / 305744301 & 302 - Noxubee 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 <u>August 8, 2017</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>September 7, 2017</u>.

Should the Contractor request a Notice to Proceed earlier than <u>September 7, 2017</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date.

<u>34</u> Working Days have been allowed for the completion of work on this project.

SECTION - 904 - NOTICE TO BIDDERS NO. 194

CODE: (SP)

DATE: 06/09/2017

SUBJECT: Scope of Work

PROJECT: MP-5000-52(093) / 305744301 & 302 -- Noxubee County

The contract documents do not include an official set of plans, but may by reference include some Standard Drawings or Special Drawings. All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

Work on this project shall consist of the following:

Mill and overlay approximately 5 miles of existing asphalt pavement on SR 21 and SR 39 in Noxubee County beginning at station 229+16 (approximately 1 mile south/west of the SR 21 & SR 39 intersection) and ending at station 495+11 (SR 145 in Shuqualak).

Existing pavement management data shows the existing asphalt pavement structure to be 3" to $5\frac{1}{4}$ " over 3" to 6" granular material. The existing asphalt pavement has $11\frac{1}{2}$ ' to 12' wide lanes with 2' to 5' gravel shoulders. Pavement cores showed the existing asphalt pavement to be $3\frac{1}{4}$ " to 5" on SR 21 south/west of SR 21 & SR 39 intersection and to be 5" to 9" on SR 21 from SR 21 & SR 39 intersection to SR 145 in Shuqualak.

Construction signage shall be installed as per the detail sheets included prior to the beginning of work.

The existing asphalt roadway shall be cold milled $1\frac{1}{2}$ " & variable and overlaid with 2" & variable compacted 12.5-mm, MT, asphalt. SR 39 shall be milled for approximately 800 feet south of the SR 21 & SR 39 intersection.

The failed area between stations 324+00 to 328+00 will be milled $3"\pm$ and filled in with $1\frac{1}{2}"\pm$ of 12.5-mm, MT, Leveling asphalt and $1\frac{1}{2}"$ of 12.5-mm, MT, asphalt. Increased milling depth of this area shall be paid as 406-A, Cold Milling of Bituminous Pavement, All Depths.

Pay Item 202-B, Removal of Asphalt Paved Shoulders, All Depths, is intended to be used for payment of removal of asphalt shoulders around bridge which cannot be cold milled.

Shoulders shall be paved beneath existing guardrail.

Local public roads shall be milled and overlaid to the end of the existing asphalt pavement, end of MDOT maintenance or to right-of-way or as directed. Where a minimum of five feet (5') of shoulder width can be paved at the beginning of local road radii, a 100-foot asphalt pavement

taper shall be constructed. Said taper shall be six inches (6") thick and shall conform to the detail drawings.

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Temporary pavement markings shall be constructed at the end of each day's paving operations. Permanent pavement markings shall be constructed after completion of all paving operations. Railroad pavement markings shall be placed at the railroad in Shuqualak as per the detail sheet shown.

Raised pavement markers shall be installed on SR 21 and SR 39 and local public roads (Jones Road, John Hale Road, Shuqualak Road) outside the urban limits of the town of Shuqualak.

GENERAL NOTES

Milling and paving operations shall be performed such that a -2% slope from centerline is provided in normal crown roadway sections. Superelevation through curves shall be maintained as it currently exists or improved as directed.

Traffic will not be allowed on milled main line surfaces.

Temporary asphalt joints (paper joints) shall be constructed at the end of each day's milling operations where the milled surface joins the existing asphalt pavement surface. Paper joints shall be a minimum of nine feet (9') in length and for the full width of the milled surface. Paper joints shall be adequately maintained.

The Contractor is responsible for providing shoulder drainage outlets as applicable in milled areas. Payment for these outlets shall be included in the bid price for the milling of bituminous pavement.

The reclaimed asphalt pavement (RAP) material removed by the milling operation shall become the property of the Contractor with the exception of 10,000 tons or 50% of the total anticipated quantity, whichever is less, and shall be delivered to the MDOT's milling stockpile located on the west side of US 45 north of the SR145 / US 45 intersection on the north side of Shuqualak. Sufficient advance notice shall be given to ensure that MDOT Maintenance personnel will be on hand to direct the delivery. The Contractor shall also provide MDOT with an Operator and the necessary equipment to stockpile the delivery. The cost of which shall be absorbed.

Existing asphalt/concrete driveway connections shall be milled or removed and replaced with new asphalt connections.

Potholes that may exist or occur in the existing pavement are to be patched in a timely manner. Patching of potholes shall be considered an absorbed item.

Where applicable the existing shoulders are to be raised to match the new pavement elevation by placing variable depth Granular Material (Class 5, Group E) on the existing shoulders. Placement of the granular material on the finished asphalt course shall not be permitted. The material shall be bladed, rolled, and compacted to a finished slope of four percent (4%).

Placement of this material shall be performed to provide a uniform and compacted shoulder with a minimum depth and width of material placed. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%). The cost of blading will be an absorbed item and is not to be included in the price of pay items bid.

- 3 -

Removal of the existing shoulder material shall be coincident with the milling/overlaying operation to prevent the possible ponding of water. No payment will be made for blading or removal of the existing shoulder material. Any material excavated from the existing shoulder shall be used to raise the existing shoulder to match the new pavement elevation and any surplus material shall be spread along the edge of the shoulders, fore slopes, or other adjacent areas as directed by the Engineer and will be an absorbed item. Material which cannot be placed in adjacent areas and deemed to be excess excavations by the Engineer will be an absorbed item.

Temporary stripe will be required immediately after milling and overlaying and prior to opening the area to traffic. Temporary stripe is to be placed in the same location and layout as permanent stripe.

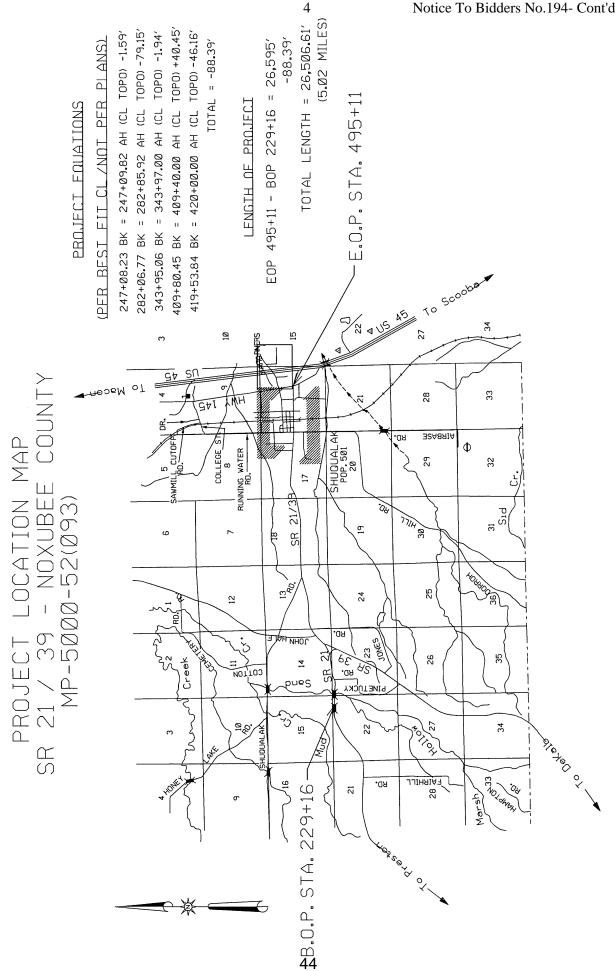
All permanent striping will be thermoplastic. The width of the permanent stripe will be six inches (6").

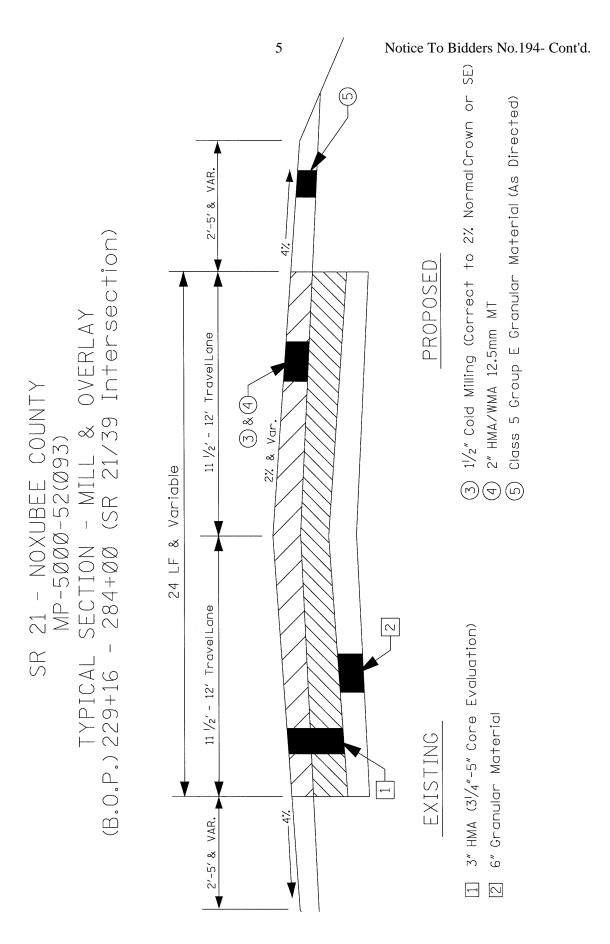
The Contractor shall erect and maintain construction signing, and provide and maintain all temporary signs and traffic control devices necessary to safely conduct traffic through the work area in accordance with the Traffic Control Plan and the MUTCD.

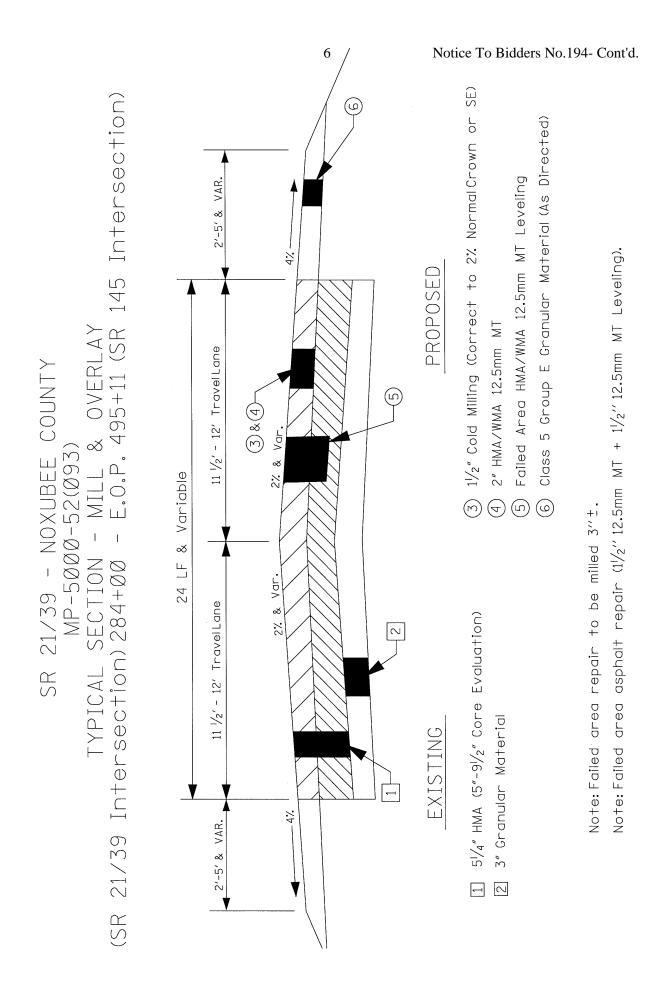
All traffic control devices shall meet current MDOT and MUTCD requirements.

The Contractor shall on a daily basis, remove all debris from within the roadway and a 30-foot clear zone which, in the opinion of the Engineer, is a hazard to the traveling public. This activity shall begin with the beginning of work or the beginning of the contract time, whichever comes first. No direct payment will be made for the debris removal. The cost is to be included in the prices of items bid. Failure of the Contractor to remove debris as prescribed herein shall be just cause for withholding the monthly progress estimate payment or suspending active operations until the debris is satisfactorily removed by the Contractor. As described in the applicable Notice-To-Bidders, final project cleanup is required and will be completed prior to the scheduling of the final inspection.

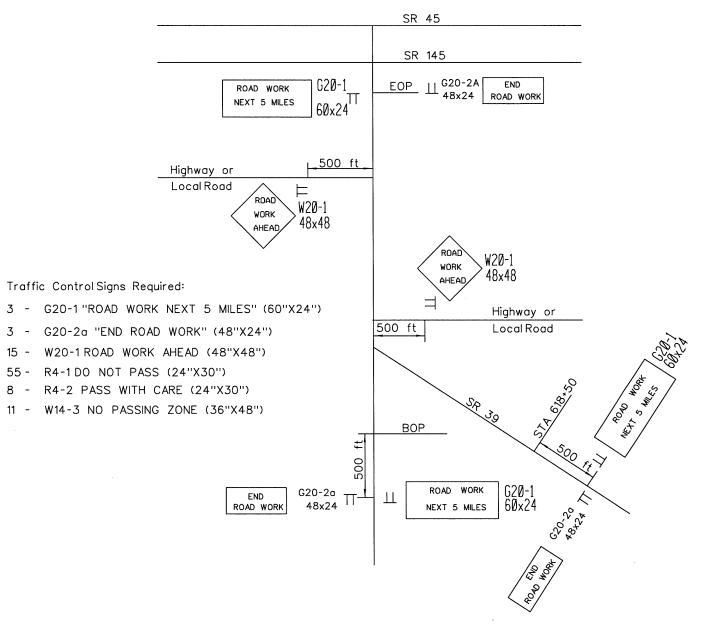
It shall be the responsibility of the Contractor to protect existing structures such as pipes, aprons, signs, utilities, etc. from damage occurring as a result of construction activities. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the contract. No payment will be made for replacements and or repairs resulting from such damages.







SR 21/39 - NOXUBEE COUNTY MP-5000-52(093) CONSTRUCTION SIGNING



- NOTES: (1) One (1) W20-1 "ROAD WORK AHEAD" Sign is Required at each Local Road, Street or Highway Entering the Project.
 - 2 G20-1 signs mounted on Type III Double Faced Barricade (6' Wide).
 - (3) R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE", and W14-3 "NO PASSING ZONE" signs are required in accordance with Subsection 618.03.3 and as specified in the MUTCD. If No Passing zones are 1000 ft or more, install additional "DO NOT PASS" signs on maximum spacing of 750 ft.
 - (4) Placement of W20-1 signs on intersecting roads may vary from typical shown as conditions warrant.

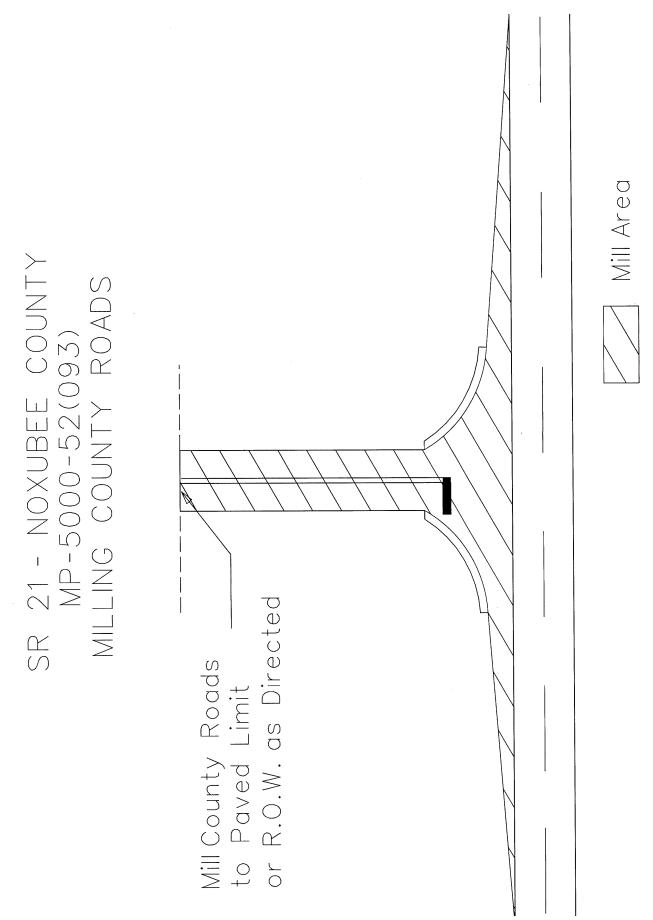
		MP-5000-52(093)							
619-D Standard Roadside Construction Signs (Less than 10 Sq. Ft.) - 1 of 2									
Station	Location	Description	Quantity	Unit	Remarks				
		G20-2A	8	SF	500' SOUTH OF BOP				
229+16	RT	R4-1	5	SF	NORTHBOUND				
242+40	LT	W14-3	5.56	SF	NORTHBOUND				
242+40	RT	R4-1	5	SF	NORTHBOUND				
249+88	RT	R4-1	5	SF	NORTHBOUND				
257+38	RT	R4-1	5	SF	NORTHBOUND				
264+88	RT	R4-1	5	SF	NORTHBOUND				
272+38	RT	R4-1	5	SF	NORTHBOUND				
279+88	RT	R4-1	5	SF	NORTHBOUND				
286+59	RT	R4-1	5	SF	NORTHBOUND				
294+09	RT	R4-1	5	SF	NORTHBOUND				
301+59	RT	R4-1	5	SF	NORTHBOUND				
309+09	RT	R4-1	5	SF	NORTHBOUND				
316+59	RT	R4-1	5	SF	NORTHBOUND				
323+30	RT	R4-2	5	SF	NORTHBOUND				
332+78	LT	W14-3	5.56	SF	NORTHBOUND				
332+78	RT	R4-1	5	SF	NORTHBOUND				
340+28	RT	R4-1	5	SF	NORTHBOUND				
347+76	RT	R4-1	5	SF	NORTHBOUND				
355+26	RT	R4-1	5	SF	NORTHBOUND				
362+76	RT	R4-1	5	SF	NORTHBOUND				
370+26	RT	R4-1	5	SF	NORTHBOUND				
377+76	RT	R4-1	5	SF	NORTHBOUND				
385+26	RT	R4-1	5	SF	NORTHBOUND				
392+76	RT	R4-1	5	SF	NORTHBOUND				
400+26	RT	R4-1	5	SF	NORTHBOUND				
407+76	RT	R4-1	5	SF	NORTHBOUND				
415+66	RT	R4-1	5	SF	NORTHBOUND				
417+60	RT	R4-2	5	SF	NORTHBOUND				
454+30	LT	W14-3	5.56	SF	NORTHBOUND				
454+30	RT	R4-1	5	SF	NORTHBOUND				
461+80	RT	R4-1	5	SF	NORTHBOUND				
469+92	LT	W14-3	5.56	SF	NORTHBOUND				
469+92	RT	R4-1	5	SF	NORTHBOUND				
471+86	RT	R4-2	5	SF	NORTHBOUND				
488+73	LT	W14-3	5.56	SF	NORTHBOUND				
488+73	RT	R4-1	5	SF	NORTHBOUND				
	RT	G20-2A	8	SF	500' NORTH OF EOP				
495+11	RT	W14-3	5.56	SF	SOUTHBOUND				
495+11	LT	R4-1	5	SF	SOUTHBOUND				
494+30	LT	R4-2	5	SF	SOUTHBOUND				
475+36	RT	W14-3	5.56	SF	SOUTHBOUND				
475+36	LT	R4-1	5	SF	SOUTHBOUND				
468+82	RT	W14-3	5.56	SF	SOUTHBOUND				
468+82	LT	R4-1	5	SF	SOUTHBOUND				
461+32	LT	R4-1	5	SF	SOUTHBOUND				
459+90	LT	R4-2	5	SF	SOUTHBOUND				
428+30	RT	W14-3	5.56	SF	SOUTHBOUND				
428+30	LT	R4-1	5	SF	SOUTHBOUND				
420+80	LT	R4-1	5	SF	SOUTHBOUND				
412+84		R4-1	5	SF	SOUTHBOUND				
405+74		R4-1	5	SF	SOUTHBOUND				
398+24	LT	R4-1	5	SF	SOUTHBOUND				
390+74		R4-1	5	SF	SOUTHBOUND				
	<u> </u>								
	L	AGE TOTAL	281.040						

			MP-5000-52(0	93)	
		619-D Standard Roadside	Construction Signs	(Less than 1	0 Sq. Ft.) - 2 of 2
Station	Location	Description	Quantity	Unit	Remarks
383+24	LT	R4-1	5	SF	SOUTHBOUND
375+74	LT	R4-1	5	SF	SOUTHBOUND
368+24	LT	R4-1	5	SF	SOUTHBOUND
862+37	LT	R4-1	5	SF	SOUTHBOUND
360+74	LT	R4-1	5	SF	SOUTHBOUND
353+24	LT	R4-1	5	SF	SOUTHBOUND
345+74	LT	R4-1	5	SF	SOUTHBOUND
342+90	LT	R4-2	5	SF	SOUTHBOUND
333+40	RT	W14-3	5.56	SF	SOUTHBOUND
333+40	LT	R4-1	5	SF	SOUTHBOUND
325+90	LT	R4-1	5	SF	SOUTHBOUND
318+40	LT	R4-1	5	SF	SOUTHBOUND
310+90	LT	R4-1	5	SF	SOUTHBOUND
303+40	LT	R4-1	5	SF	SOUTHBOUND
295+90	LT	R4-1	5	SF	SOUTHBOUND
288+40	LT	R4-1	5	SF	SOUTHBOUND
280+11	LT	R4-1	5	SF	SOUTHBOUND
272+61	LT	R4-1	5	SF	SOUTHBOUND
265+11	LT	R4-1	5	SF	SOUTHBOUND
257+61	LT	R4-1	5	SF	SOUTHBOUND
252+55	LT	R4-2	5	SF	SOUTHBOUND
231+97	RT	W14-3	5.56	SF	SOUTHBOUND
231+97	LT	R4-1	5	SF	SOUTHBOUND
	LT	G20-2A	8	SF	500' SOUTH OF BOP
	P/	AGE TOTAL	124.120		
		TOTAL	405.160		

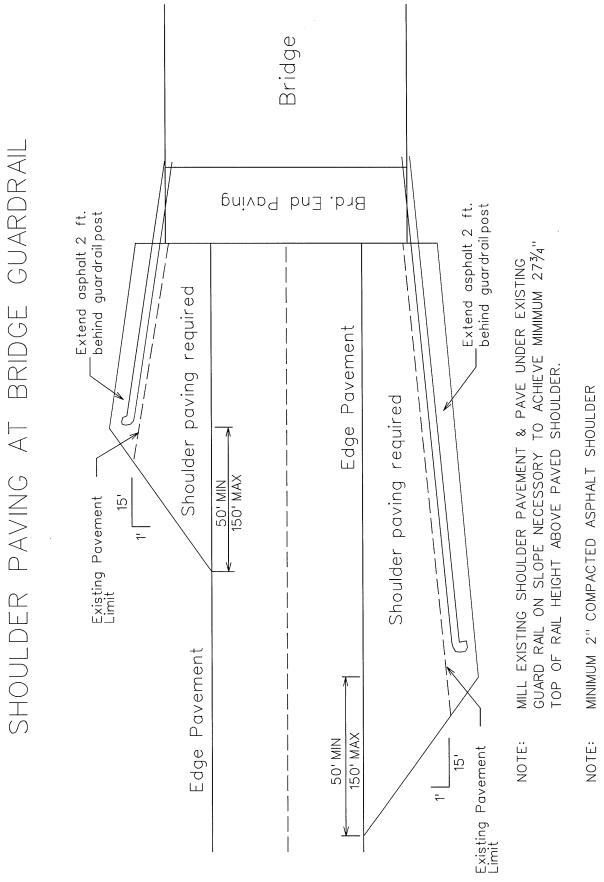
			MP-5000-52(0	93)				
619-D Standard Roadside Construction Signs (10 Sq. Ft. or More)								
Station	Location	Description	Quantity	Unit	Remarks			
	RT	G20-1	10	SF	500' SOUTH of BOP SECTION 1			
251+93	RT	W20-1	16	SF	PINETUCKY RD			
292+00	LT -	W20-1	16	SF	JOHN HALE RD			
297+90	RT	W20-1	16	SF	JONES RD			
341+20	LT	W20-1	16	SF	SHUQUALAK RD			
444+67	LT	W20-1	16	SF	MORE CREEK ST			
450+15	LT	W20-1	16	SF	CONSTANTINE ST			
459+00	LT	W20-1	16	SF	RESIDENCE ST			
459+15	RT	W20-1	16	SF	RESIDENCE ST			
462+75	LT	W20-1	16	SF	DOMINIQE ST			
465+47	LT	W20-1	16	SF	NO NAME			
467+55	RT	W20-1	16	SF	MULBERRY ST			
467+70	LT	W20-1	16	SF	MULBERRY ST			
471+50	LT	W20-1	16	SF	S. C. MCNEES			
476+21	LT	W20-1	16	SF	JACKSON ST			
485+46	LT	W20-1	16	SF	LANE ST			
	LT	G20-1	10	SF	500' NORTH of EOP			
SR-39	RT	W20-1	16	SF	500' SOUTH of STATION 618+50			
229+50	RT	R16-3	10	SF	NORTH BOUND			
335+10	RT	R16-3	10	SF	NORTH BOUND			
440+70	RT	R16-3	10	SF	NORTH BOUND			
494+60	LT	R16-3	10	SF	SOUTHBOUND			
389+00	LT	R16-3	10	SF	SOUTHBOUND			
283+40	LT	R16-3	10	SF	SOUTHBOUND			
		Total	336	SF				

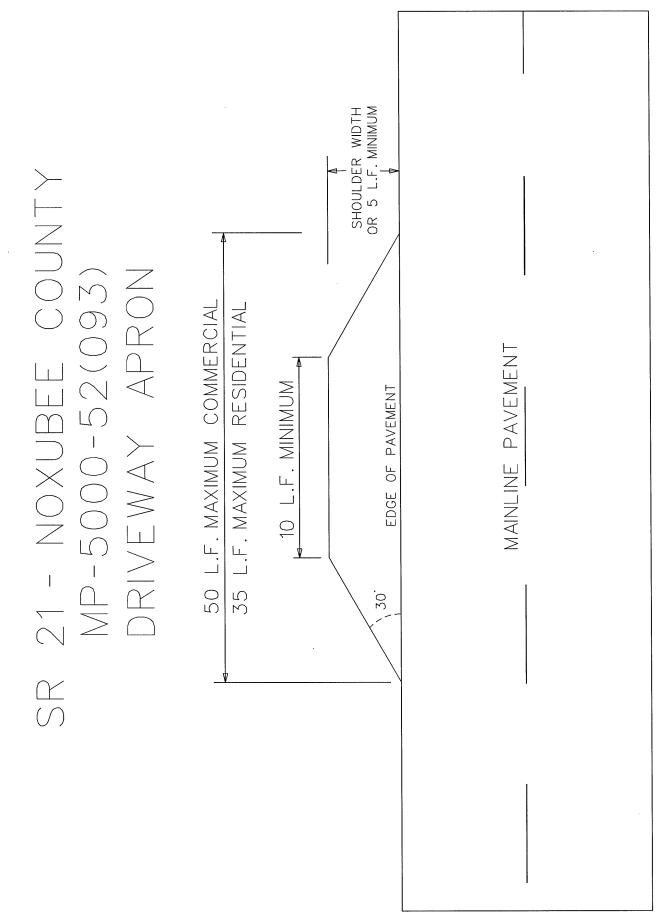
	MP	-5000-52(0	93)						
	619-G Type III Barricades Double-Faced								
Location Station Quantity Unit Description									
RT	500' SOUTH OF BOP	6	LF						
LT	500' NORTH OF EOP	6	LF						
RT	500' EAST/SOUTHEAST OF BOC SR 39	6	LF						
	Total	18	LF						

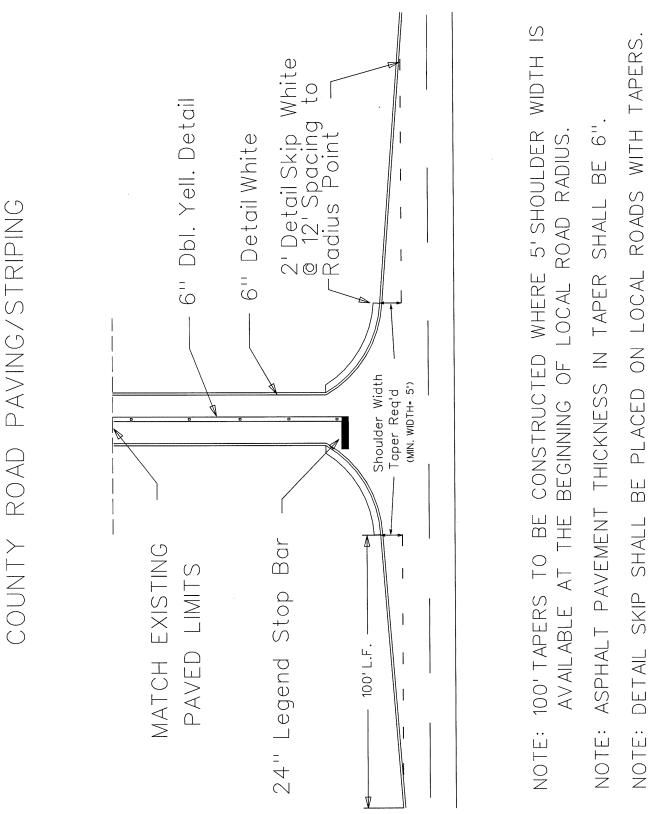
		MP-5000-52(093)	
		FAILED AREA REPAIR	
Station	Remarks		
324+00± - 328+00±	LT LN	MILL 3"+ - REPLACE WITH 1½"+ 12.5mm MT LEVELING & 1½"+ 12.5mm MT	ASPHALT PAVEMENT REMOVAL TO BE PAID AS 406-A002 COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS



21 - NOXUBEE COUNTY MP-5000-52(093) К С

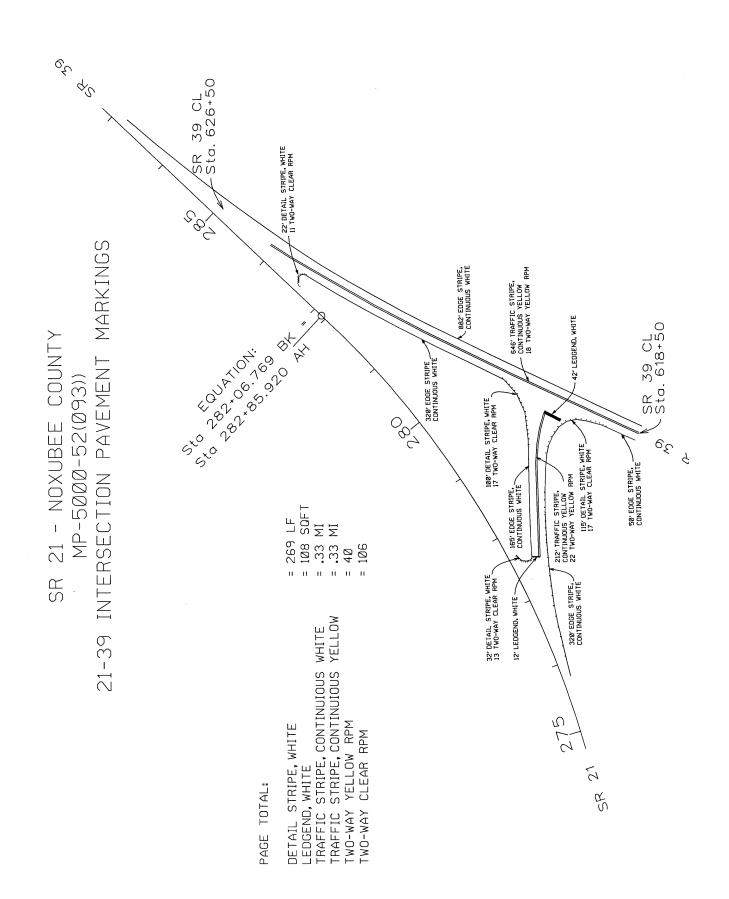


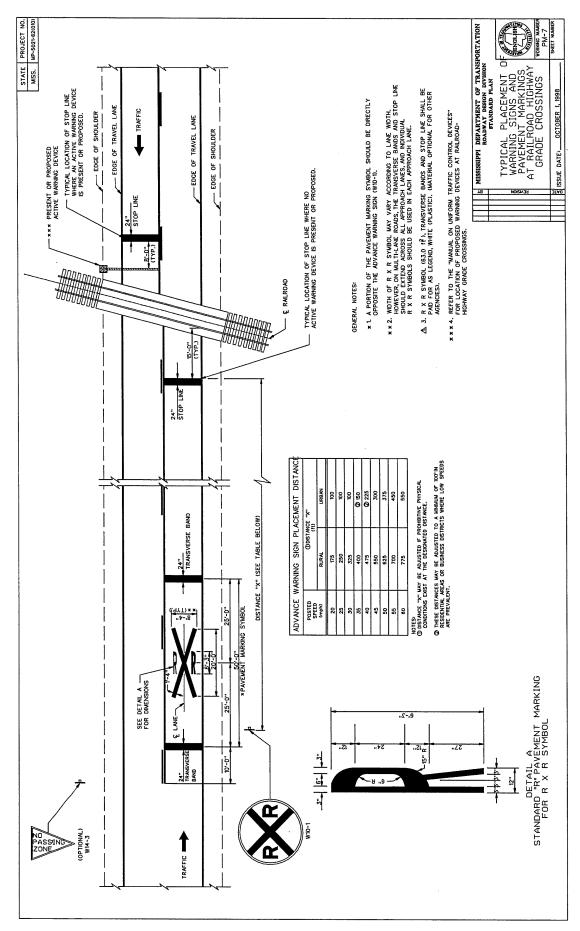


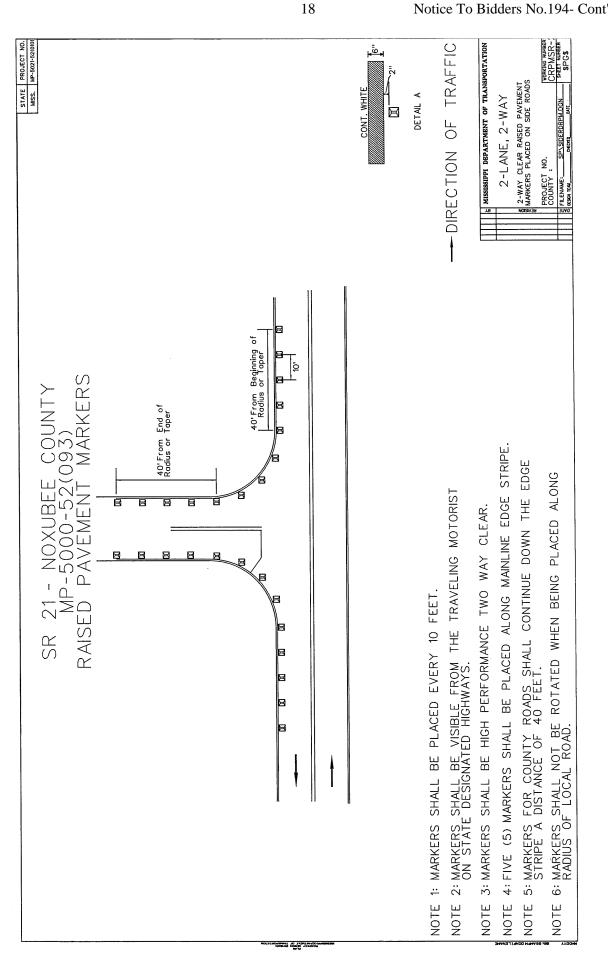


21 - NOXUBEE COUNTY MP-5000-52(093) ROAD PAVING/STRIPING

K K







SECTION 904 - NOTICE TO BIDDERS NO. 195

CODE: (SP)

DATE: 6/02/2017

SUBJECT: Temporary Construction Signs

PROJECT: MP-5000-52(093) / 305744301, & 302 – Noxubee County

Bidders are hereby advised of the following regarding the installation and removal of Temporary Construction Signs:

Should the Contractor elect to install Temporary Construction Signs by first driving short uchannel sections and then bolting longer u-channel sections to them to achieve the correct height, the short sections shall extend a minimum of four (4) feet from the ground level after they are driven. Furthermore, these short sections **shall be removed** at the completion of the project.

SPECIAL PROVISION NO. 907-103-1

CODE: (SP)

DATE: 05/02/2017

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-103.01--Consideration of Proposal.

Delete the fourth and fifth sentences of the third paragraph of Subsection 103.01 on page 19, and substitute the following.

Should the attachment not accompany the bid when submitted, the Contractor shall have 10 days following the opening of the bids to furnish the required information to the Contract Administration Director for attachment to the bid. Failure to provide the attachment within 10 days will result in the nonresident Contractor's bid being rejected and not considered for award. As used herein, the term "resident Contractor" includes a nonresident person, firm or corporation that has been qualified to do business in this State and has maintained a permanent full-time office in the State of Mississippi for two years prior to the submission of the bid, and the subsidiaries and affiliates of such a person, firm or corporation.

SPECIAL PROVISION NO. 907-899-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Railway-Highway Provisions

Section 907-899, Railway-Highway Provisions, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-899--RAILWAY-HIGHWAY PROVISIONS

<u>907-899.01--Description</u>. This special provision addresses the Contractor's involvement with railroad flagging, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits.

Prior to bidding, the Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits. The Contractor shall contact the Railroad concerning insurance coverage requirements, Railroad flagging costs, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, <u>the RAILROAD shall render bills to the Contractor</u> for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with the Railroad requirements and any attached Exhibits.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across <u>any</u> track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

The Contractor shall complete and process any required forms addressed by the Railroad or any attached Exhibits. The Contractor shall not commence or carry on any form of work on, under, above or within the designated distance from the Railroad track prior to getting approval from the Railroad.

907-899.02--Blank.

<u>907-899.03--Construction Requirements</u>. The Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits.

<u>907-899.04--Method of Measurement.</u> Railway-highway provisions will be measured as a unit lump sum quantity. Measurement for payment will be in accordance with the following schedule:

- a) On the first estimate, twenty five percent (25%) of the amount bid for Railway Highway Provision will be paid.
- b) When twenty five percent (25%) of the original contract amount is earned from all direct pay items, fifty percent (50%) of the amount bid for Railway Highway Provision will be paid.
- c) When fifty percent (50%) of the original contract amount is earned from all direct pay items, one hundred percent (100%) of the amount bid for Railway Highway Provision will be paid.

<u>907-899.05--Basis of Payment.</u> Railway-highway provisions, measured a prescribed above, will be paid for at the contract lump sum price, which price shall be payment in full for all insurance coverage requirements, railroad flagging costs, Contractor safety orientation, Contractor background investigation, Contractor safety programs and plans, and any other requirements set forth by the Railroad and any attached Exhibits, and other incidentals necessary to complete the requirements of this work.

Payment will be made under:

907-899-A: Railway-Highway Provisions

- 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.

Mill & Overlay approximately 6 miles of SR 39 from SR 21 to SR 145, & approximately 2 miles of SR 21 from 1 mile West of SR 39 to SR 39, known as State Project Nos. MP-5000-52(093) / 305744301 & 302 in Noxubee County.

L	line no.	Item Code	Adj Code	Quantity	Units Roadway Ite	Description[Fixed Unit Price]
0	010	202-B004		1,467	Square Yard	Removal of Asphalt Driveways, All Depths
0	020	202-B006		150	Square Yard	Removal of Asphalt Paved Shoulders, All Depths
0	030	202-B240		300	Linear Feet	Removal of Traffic Stripe
0	040	304-A006	(GY)	400	Cubic Yard	Granular Material, LVM, Class 5, Group E
0	050	403-A002	(BA1)	9,150	Ton	12.5-mm, MT, Asphalt Pavement
0	060	403-B002	(BA1)	100	Ton	12.5-mm, MT, Asphalt Pavement, Leveling
0	070	406-A002		80,000	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0	080	407-A001	(A2)	8,000	Gallon	Asphalt for Tack Coat
0	090	618-A001		1	Lump Sum	Maintenance of Traffic
0	100	619-A1001		22	Mile	Temporary Traffic Stripe, Continuous White
0	110	619-A2001		17	Mile	Temporary Traffic Stripe, Continuous Yellow
0	120	619-A4002		5	Mile	Temporary Traffic Stripe, Skip Yellow
0	130	619-A5001		4,072	Linear Feet	Temporary Traffic Stripe, Detail
0	140	619-A6001		944	Square Feet	Temporary Traffic Stripe, Legend
0	150	619-D1001		407	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0	160	619-D2001		336	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0	170	619-G4001		20	Linear Feet	Barricades, Type III, Double Faced
0	180	620-A001		1	Lump Sum	Mobilization
0	190	626-C002		11	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0	200	626-D001		3	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0	210	626-E001		9	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0	220	626-G004		3,051	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0	230	626-G005		994	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0	240	626-H001		940	Square Feet	Thermoplastic Double Drop Legend, White
0	250	627-J001		550	Each	Two-Way Clear Reflective High Performance Raised Markers
0	260	627-L001		550	Each	Two-Way Yellow Reflective High Performance Raised Markers
0	270	630-F006		16	Each	Delineators, Guard Rail, White
0	280	907-899-A001		1	Lump Sum	Railway-Highway Provisions

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
5
(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 T 14	Unit									
	Pay Item Number		6							
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SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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		 (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. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11. 11	al Item Iuction
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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-5000-52(093)/ 305744301000 & MP-5000-52(093)/ 305744302000
in <u>Noxubee</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)

SECTION 902

CONTRACT FOR MP-5000-52(093)/ 305744301000 & MP-5000-52(093)/ 305744302000

LOCATED IN THE COUNTY(IES) OF Noxubee

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-5000-52(093)/ 305744301000 & MP-5000-52(093)/ 305744302000

LOCATED IN THE COUNTY(IES) OF: Noxubee

STATE OF MISSISSIPPI, COUNTY OF HINDS

Know all men by these pre	esents: that we,(Contractor)
	(Contractor)
	Principal, a
residing at	in the State of
and	(Surety)
	(Surety)
residing at	in the State of,
	in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date
(\$) 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 bone	d are such, that whereas the said
principal, has (have) enter	ed 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,

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 PR	ESENTS, that we				
				Contractor	
	_			Address	
	_			City, State ZIP	
As principal, hereinafter called the	Principal, and			Surety	
a corporation duly organized under					
as Surety, hereinafter called the Sur	ety, are held and fir	rmly bound un	to <u>State</u> of	of Mississippi, Jackso	on, Mississippi
As Obligee, hereinafter called Oblig	gee, in the sum of I	Five Per Cent	(5%) of A	mount Bid	
			Dollars(\$)
for the payment of which sum will executors, administrators, successor WHEREAS, the Principal has subm 145, & approximately 2 miles of S -52(093) / 305744301 & 302 in No NOW THEREFORE, the condition said Principal will, within the time performance of the terms and condi will pay unto the Obligee the differ which the Obligee legally contracts but in no event shall liability hereun Signed and sealed this	rs and assigns, joint hitted a bid for Mil SR 21 from 1 mile stubee County. of this obligation is required, enter into tions of the contract ence in money betw with another party der exceed the penal	Il & Overlay a West of SR 39 such that if the a formal contra t, then this oblive veen the amount to perform the l sum hereof.	y, firmly by pproximat to SR 39, aforesaid P act and give gation to be at of the bic work if the	w these presents. rely 6 miles of SR 39 known as State Proj principal shall be award a good and sufficient e void; otherwise the F l of the said Principal latter amount be in es	from SR 21 to SR ect Nos. MP-5000 ded the contract, the t bond to secure the Principal and Surety and the amount for
				(Principal)	(Seal)
		_	By:		
(Witness)				(Name)	(Title)
				(Surety)	(Seal)
(Witness)		-	By:	(Attorney-in-Fact)	
				(MS Agent)	

Mississippi Insurance ID Number

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.