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SM No. CMRP3012760031

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

01

Emergency Bridge Repair on SR 12 over the Sunflower River, known as State
Project No. MRP-3012-76(003) / 306346302, in Washington County.

Project Completion: 01/22/2018

(STATE DELEGATED)

NOTICE

**BIDDERS MUST COMPLETE AN ONLINE REQUEST
FOR PERMISSION 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
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12/06/2017 04:55 PM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, December 19, 2017, from Bid Express Service and shortly thereafter publicly read in the Construction Division for:

Emergency Bridge Repair on State Route 12 over the Sunflower River, known as State Project No. MRP-3012-76(003) / 306346302, in Washington County.

In accordance with authority granted under Section 65-1-85 Mississippi Code of 1972, Annotated, the work to be accomplished under this contract has been declared by the Executive Director to be an emergency, and it is desired that you submit a bid for performing the needed and necessary work for alleviating the situation that exists at this site.

The work is to be accomplished in accordance with the 2017 Edition of the Mississippi Standard Specification for Road and Bridge Construction, the revisions thereto, and other instruments contained herein as a part of this proposal.

Plans and bid proposals may be viewed and downloaded online at no cost at the <http://mdot.ms.gov> website. All Contractors may complete the online request to be added to the Eligible Bidders List and upon approval shall be eligible to submit a bid using Bid Express at <http://bidx.com>.

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

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

MELINDA L. MCGRATH
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8

CODE: (SP)

DATE: 07/19/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “ <u>AASHTO’s LRFD</u> ”.
532	642.02.6.6.2	Change the subsection number from “642.02.6.6.2” to “632.02.6.6.2”
532	642.02.6.6.2	Change “Section 661” to “Section 907-661.”
532	632.02.6.6.4	Change “Subsection 663.02.2” to “Subsection 907-663.02.2.”
554	634.05	In the description for 634-A, change “___’ Pole” to “___’ Shaft.”

- | | | |
|-----|---------------|---|
| 688 | 630.03.2 | Change the subsection number from “630.03.2” to “680.03.2.” |
| 725 | 702.08.3 | In the second sentence of the first paragraph, change “hot-mix” to “asphalt.” |
| 954 | 804.02.13.1.6 | In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

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

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

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

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wgths/bridge_formula_all_rev.pdf

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

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 -NOTICE TO BIDDERS NO. 523

CODE: (SP)

DATE: 12/06/2017

SUBJECT: Scope of Work

PROJECT: MRP-3012-76(003) / 306346302 – Washington 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 Specifications for Road and Bridge Construction are to be disregarded.

In general, the work to be accomplished using the pay items and specifications set forth in this contract is to repair truss members on the bridge on SR 12 over the Sunflower River in Washington and Humphreys Counties.

Minor changes in detail of design or construction procedure may be authorized by the Director of Structures, State Bridge Engineer provided such changes will not be cause for contract price adjustment. Work for which no pay item is provided will not be paid for directly and shall therefore be considered an absorbed item of work.

It shall be the responsibility of the Contractor to protect existing structures from damage which might occur during construction. 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 replacement or repair of damaged items.

All details are based on the dimensions shown on the original plans for the existing structure. The Contractor shall be responsible for adjusting the elements of the new construction to ensure a proper fit with the existing structure. The Contractor shall verify all dimensions of the existing structure prior to beginning work.

During construction, care shall be exercised to ensure that no debris falls into the hydraulic crossing below the structure. All debris, removed from the existing bridge, shall become the property of the Contractor and shall be removed from the construction site.

Specifications: Mississippi Standard Specifications for Road and Bridge Construction, 2017.

The work shall consist of the following:

1. Heat Straightening of Truss Members
2. Painting Truss Members After Heat Straightening Repair

Estimated Quantities			
Pay Item No.	Description	Quantity	Unit
620-A001	Mobilization	1	LS
907-824-PP004	Bridge Repair, Repair Truss Members	1	LS

Flame Straightening (General Notes):

Flame-straightening of the damaged steel bridge members shall be performed by the carefully planned and supervised application of a limited amount of localized heat to the damaged members. Mechanical means may be used to straighten the material only in conjunction with the application of heat. The only mechanical devices allowed during flame straightening will be those used to restrain or help direct movement of the member during the cooling process.

Prior to construction, the company performing the flame straightening shall provide documentation that shows at least three (3) years of experience in flame straightening repairs of damaged steel highway or railroad bridge members through the Engineer to the Director of Structures, State Bridge Engineer for review. Also, the documentation shall show that the company/person, and the person(s) who will directly supervise the work, have been continuously involved in the business of heat straightening bridge structural steel on a continuous basis for the past three (3) years. At a minimum, the documentation for each project listed should include, the year the heat straightening work was completed, a brief description of the repair made, the name of the heat straightening supervisor on the project, and the name and telephone number of the owner of the structure repaired.

Prior to construction, flame straightening repair plans shall be submitted in duplicate through the Engineer to the Director of Structures, State Bridge Engineer for approval.

All gas fueled heating equipment (including fuel) necessary to perform the flame straightening work shall be furnished by the Contractor.

In general, the methods of repair will rely on the experience of the Contractor and the "National Cooperative Highway Research Program" (NCHRP) Report No. 271 which contains broad guidelines to this type of repair.

The straightening heat should be applied to small areas, usually triangular in shape. The heating sequence to produce the most efficient results shall be determined by the Contractor. Generally, it is not advantageous to heat the same areas more than once.

The maximum temperature to which the steel shall be heated is 1200°F (730°C.). The Contractor may visually determine that this temperature has been reached when the color of the steel becomes a dull red. The Engineer may periodically monitor the temperature of the steel to verify that the maximum temperature has not been exceeded. The equipment for checking the temperature shall be provided by the Contractor and meet the approval of the Engineer. The Contractor shall furnish a high temperature pyrometer, for measuring the temperature of the heated members, if requested by the Engineer. Temperature indicating crayons may be used if approved by the Engineer.

No accelerated or artificial cooling will be permitted.

The final acceptable local tolerances for the repaired members shall be as follows:

1. The straightness of a member shall be within $\frac{1}{4}$ inch per 10 feet of the member's length when measured along the member's flanges and legs using a tight string line,
2. Flanges, webs and legs of members shall be within $\frac{1}{4}$ inch of the plane of the original milled surface when measured with a straight edge.

Repair Notes:

1. New members to be fabricated shall be the same or equivalent size as the member being replaced and must fit the existing truss. The Contractor should be aware that standard rolling tolerances may cause the new member not to fit. Field measurements should be made so that tolerances may be specified, if required, when ordering new members.
2. Any member required to be straightened may be replaced with a new member in lieu of straightening, at the Contractor's option, provided there is no additional cost to the State.
3. Shop drawings of new structural steel will not be required provided the original shop drawings included in these plans are useable.
4. Shop inspection of new structural steel will not be required.
5. Structural steel removed from the truss span shall become the property of the Contractor and its removal from the job site shall be included in the bid price of the repair work.
6. New structural steel shall be given one shop coat of paint per Section 814 of the Standard Specifications.
7. If the Contractor elects to replace a truss vertical, a temporary strut of adequate size shall be installed adjacent to the subject member. The temporary strut shall be designed and installed in such a manner the main truss members involved can be moved slightly. If required, aligning the bolt holes. Prior to repairs, the method of temporary bracing shall be submitted for approved through the Engineer to the Director of Structures, State Bridge Engineer.
8. Care shall be exercised during installation and removal of the temporary bracing to prevent damage to adjacent truss members. If any damage resulting from the installation and removal of the temporary bracing occurs, the truss member shall be repaired at no additional cost to the State.
9. To maintain structural integrity of the truss, only one (1) vertical member may be replaced

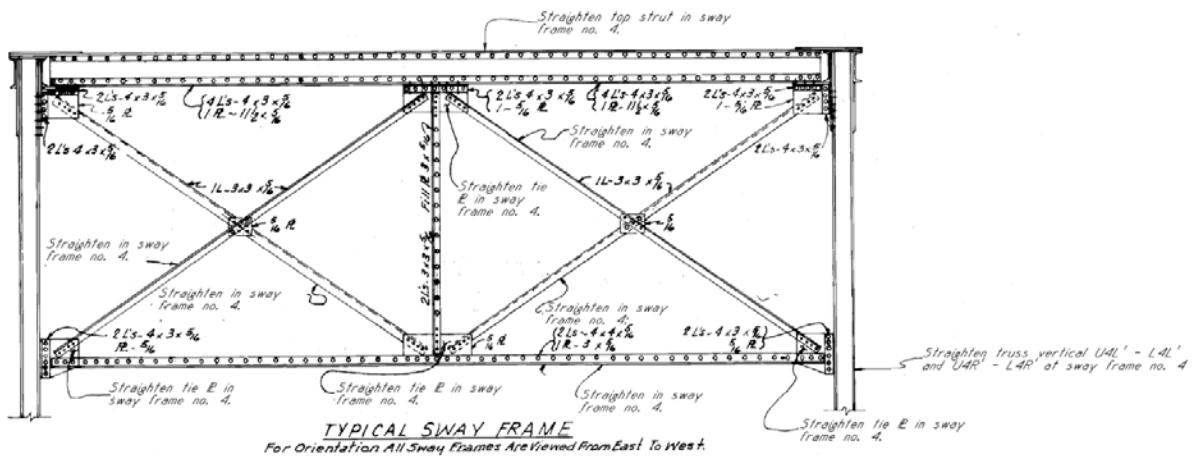
at a time. All connection bolts shall be installed and tightened and any damaged rivets or bolts replaced prior to moving to the next location.

- 10. After flame straightening repair, all damaged paint surfaces shall be cleaned thoroughly and painted with an encapsulating paint. See "Painting" notes below.
- 11. All structural steel to be painted in accordance with the Standard Specifications will not be paid for directly and therefor shall be consider as an absorbed item of work.
- 12. The Contractor should be aware that additional minor items of repair work not specifically listed may be necessary to complete the items to be repaired and that compensation therefor will be included in the prices and payments for bid items.

Items To Be Repaired:

- 1. Vertical members U4/L4 Left and U4/L4 Right are to be heat straightened according to the acceptable tolerances provided above. Location of these vertical members are characterized by as-built plans. The verticals can be found by identifying the fourth set of verticals at node no. 4 in the west truss counting from west to east. The west end of the truss where it meets the bent is considered node no. 0.
- 2. Sway-frame No. 4 members are to be heat straightened according to the acceptable tolerances provided above. For details on specific sway frame members to be repaired, see "Truss Repair Details" provided below.
- 3. The strut connecting U4/L4 left and right members is to be heat straightened according to the acceptable tolerances provided above. For details on the top strut at sway frame no. 4 see "Truss Repair Details" provided below.

Truss Repair Details



Painting:

Prior to construction, the Contractor shall submit a Temporary Containment Plan for the removal of the damaged paint, rust, debris and soot from the designated areas through the Engineer to the Director of Structures, State Bridge Engineer for approval. Also, the Contractor shall submit a Temporary Containment Plan for painting the designated repair area.

All damaged paint, rust, debris and soot within the designated area shall be removed by small hand tools, mechanical process or needle gun. All areas required to be painted containing soot or grease films after the initial cleaning shall be cleaned with a biodegradable solvent. Any existing paint remaining on the member shall be roughened to ensure the new paint will adhere to the existing painted surface. All debris and paint removed from the existing structure shall become the property of the Contractor and shall be disposed of properly. The Contractor shall provide technical data for the proposed encapsulating paint to be used on this project through the Engineer to Director of Structures, State Bridge Engineer for approval.

New paint shall be applied by hand (brush or roller).

Traffic Control Plan:

The Contractor will not have to erect and maintain construction signing. MDOT Maintenance Forces will close the road / bridge site, and maintain all road closure signs and barricades.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 524

CODE: (SP)

DATE: 12/05/2017

SUBJECT: Contract Time

PROJECT: MRP-3012-76(003) / 306346302 – Washington County

The calendar date for completion of work to be performed by the Contractor for this project shall be **January 22, 2018** which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be the day bids are received and the effective date of the Notice to Proceed / Beginning of Contract Time will be **January 2, 2018**.

An early Notice to Proceed **will not** be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 -NOTICE TO BIDDERS NO. 525

CODE: (SP)

DATE: 12/06/2017

SUBJECT: Sequence of Operations

PROJECT: MRP-3012-76(003) / 306346302 – Washington County

Bidders are advised that the following sequence of operations shall be performed, unless approved otherwise by the Engineer.

Phase 1- Approval Process. After execution of the contract, any submittals or any other paper work addressed in the Notice to Bidders entitled “Scope of Work” shall be submitted to the Engineer for approval. The Contractor shall allow the Department five (5) business days after receipt by the Engineer to review and approve or deny the submittals. No physical work can be pursued on the project until the submittals have been approved.

Phase 2 - Schedule of Events. The Contractor shall submit a schedule of events to the Engineer for approval. This schedule should include a 7-day grace period so the Department can alert the public as to when the bridge closure will begin. The road/bridge site can not be closed to traffic earlier than January 2, 2018. This schedule will also include the start date and the finish date of the work. The Contractor shall allow the Department five (5) business days after receipt by the Engineer to review and approve or deny the schedule. Once the Department reviews and approves the schedule, it will be a rigid schedule because the public will have been advised of the dates of the closure and when the bridge will be shut down for work. Once the bridge is shut down, the Contractor will have the option of 24/7 work periods. During this phase, the Contractor will be able to start mobilizing equipment to the project but can’t start actual work.

Phase 3 - Actual Work. The actual work will start on the day listed in the approved schedule as defined in Phase 2. Since MDOT Forces are responsible for closing the roadway, the Contractor shall allow the Department two (2) business days to install signs, barricades, etc. needed to close the roadway and bridge site. Once the bridge site is closed to traffic, the Contractor shall begin work and continuously pursue the work to complete the repair so the roadway can be opened back to traffic as soon as possible.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 526

CODE: (SP)

DATE: 12/06/2017

SUBJECT: Liquidated Damages

PROJECT: MRP-3012-76(003) / 306346302 – Washington County

Bidders are hereby advised to disregard the values in the “Schedule of Deductions for Each Day of Overrun in Contract Time” table shown in Subsection 108.07.

Liquidated Damages of **\$6,500.00 per calendar day** shall be applicable to each calendar day until all work under the contract has been met.

Liquidated damages for this project are a combination of both liquidated damages and road user costs.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-2

CODE: (SP)

DATE: 11/22/2017

SUBJECT: Bidding Requirements and Conditions

Section 102, Bidding Requirements and Conditions, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-102.01--Prequalification of Bidders. Delete the last sentence of the third paragraph of Subsection 102.01 on page 13, and substitute the following.

The Bidder's Certificate of Responsibility number must be on file with the Department's Contract Administration Division prior to request for permission to bid.

907-102.02--Contents of Proposal Forms. Delete the fourth paragraph in Subsection 102.02 on page 13, and substitute the following.

Prospective bidders must complete an online request for permission to be eligible to bid a project. Upon approval, the bidder will be authorized to submit a bid electronically using Bid Express at <http://bidx.com>.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-2

CODE: (SP)

DATE: 06/22/2017

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 second and third paragraphs of Subsection 103.01 on page 19, and substitute the following.

907-103.01.1--For Projects Constructed Without Federal Funds. Resident Contractors actually domiciled in Mississippi are to be granted preference over nonresidents in awarding of Contracts financed 100% with State funds.

In consideration of proposals that are equal to or in excess of \$50,000 and financed 100% with State funds, a nonresident bidder domiciled in a state having laws granting preference to local Contractors will be considered for such contracts on the same basis as the nonresident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. When a nonresident Contractor submits a bid equal to or in excess of \$50,000 on a contract financed 100% with State funds, a copy of the current laws from the state of domicile and an explanation thereof pertaining to treatment of nonresident Contractors shall be attached. If no preferential treatment is provided for Contractors in the state of domicile and contracts are awarded to the lowest responsible bidder, a statement to this effect shall be attached. 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.

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

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

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

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

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

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

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

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

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

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

SECTION 905 -- PROPOSAL (CONTINUED)

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

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President Address

Secretary Address

Treasurer Address

The following is my (our) itemized proposal.

Emergency Bridge Repair on SR 12 over the Sunflower River, known as State Project No. MRP-3012-76(003) / 306346302, in Washington County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	620-A001		1	Lump Sum	Mobilization
Bridge Items					
0020	907-824-PP004		1	Lump Sum	Bridge Repair, Repair Truss Members

For Informational Purposes Only

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

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

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

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

COMBINATION BID PROPOSAL

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

For Informational Purposes Only

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

(c) If Combination C has been selected, then initial and complete ONE of the following.

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

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



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

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

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

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

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

Contractor _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

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

(Name of Firm, partnership, or Corporation)

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

that _____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **MRP-3012-76(003)/ 306346302000**

in **Washington** _____ 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 MRP-3012-76(003)/ 306346302000

LOCATED IN THE COUNTY(IES) OF Washington

STATE OF MISSISSIPPI,
COUNTY OF HINDS

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

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ___ day of _____, _____.

Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

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

Executive Director

Secretary to the Commission

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

Revised 8/06/2003

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: MRP-3012-76(003)/ 306346302000

LOCATED IN THE COUNTY(IES) OF: Washington

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____

(Contractor)

Principal, a _____

residing at _____ in the State of _____

and _____

(Surety)
residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

_____ Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

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

_____ principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address _____

Title _____	_____
(Contractor's Seal)	(Printed) MS Agent

	(Signature) MS Agent
	Address _____

	(Surety Seal)

	Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

As principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

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

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

Dollars(\$ _____)

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

WHEREAS, the Principal has submitted a bid for **Emergency Bridge Repair on SR 12 over the Sunflower River, known as State Project No. MRP-3012-76(003) / 306346302, in Washington County.**

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

Signed and sealed this _____ day of _____, 20__

(Witness)

(Principal) (Seal)
By: _____
(Name) (Title)

(Witness)

(Surety) (Seal)
By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number