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SM No. CMP3049670161

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

10

Overlay approximately 7 miles of US 49 W from South of Ruleville to North of Drew, known as State Project No. MP-3049-67(016) / 306478301 in Sunflower County.

Project Completion: 68 Working Days

## (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 TABLE OF CONTENTS

## PROJECT: MP-3049-67(016)/306478301 - Sunflower

Section 901 - Advertisement

Section 904 - Notice to Bidders		
#1	Governing Specification	
#3	Final Cleanup	
#9	Federal Bridge Formula	
#12	MASH Compliant Devices	
#13	Safety Edge	
#113	Tack Coat	
#296	Reduced Speed Limit Signs	
#401	Standard Drawings	
#445	Mississippi Agent and Qualified Nonresident Agent	
#516	Errata and Modifications to the 2017 Standard Specifications	
#949	Contract Time	
#950	Scope of Work	

Section 907 - Special Provisions

907-102-2	Bidding Requirements and Conditions
907-103-2	Award and Execution of Contract
907-618-4	Additional Signing Requirements, w/Supplement
907-619-6	Temporary Portable Rumble Strips

Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal

State Board of Contractors Requirement

State Certification Regarding Non-Collusion, Debarment and Suspensions

Section 902 - Contract Form

Section 903 - Contract Bond Forms

Progress Schedule

#### (REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA) 06/27/2018 07:50 AM

#### **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 24</u>, 2018, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Overlay approximately 7 miles of US 49 W from South of Ruleville to North of Drew, known as State Project No. MP-3049-67(016) / 306478301 in Sunflower 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.

Contractors may request permission to bid online at <u>http://shopmdot.ms.gov</u> at no cost. Upon approval, Contractors shall be eligible to submit a bid using Bid Express at <u>http://bidx.com</u>. Specimen proposals may be viewed and downloaded online at no cost at <u>http://mdot.ms.gov</u> or purchased online at <u>http://shopmdot.ms.gov</u> at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. <u>Cash or checks will not be accepted as payment</u>.

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

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

MELINDA L. MCGRATH EXECUTIVE DIRECTOR

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

CODE: (IS)

DATE: 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 7<sup>th</sup> Street, SW Washington, DC 20590 (202) 366-2212

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg frm wghts/bridge formula all rev.pdf

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

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

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

CODE: (IS)

## DATE: 03/01/2017

## SUBJECT: MASH Compliant Devices

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

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

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

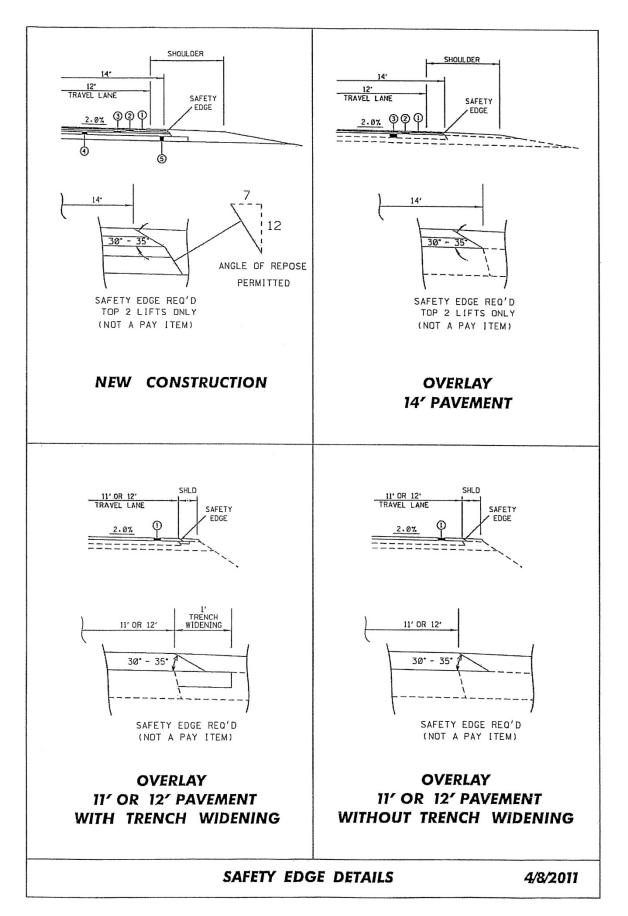
#### **SECTION 904 - NOTICE TO BIDDERS NO. 13**

CODE: (IS)

DATE: 03/01/2017

#### **SUBJECT:** Safety Edge

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



#### **SECTION 904 - NOTICE TO BIDDERS NO. 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. 296**

CODE: (SP)

DATE: 07/25/2017

## SUBJECT: Reduced Speed Limit Signs

Bidders are advised that when the plans or contract documents require the speed limit on a project to be reduced, the Contractor shall begin work within 48 hours of installing the reduced speed limit signs. Should the Contractor not start work or have no plans to start work within 48 hours of installing the signs, the reduced speed limit signs shall be covered and existing speed limit signs uncovered.

#### **SECTION 904 – NOTICE TO BIDDERS NO. 401**

CODE: (SP)

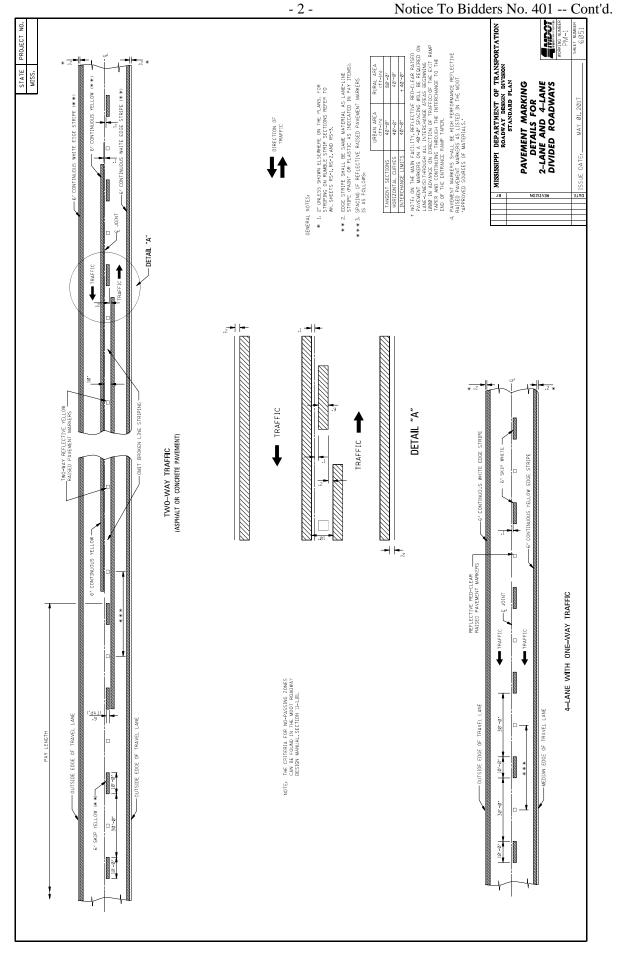
**DATE:** 09/12/2017

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

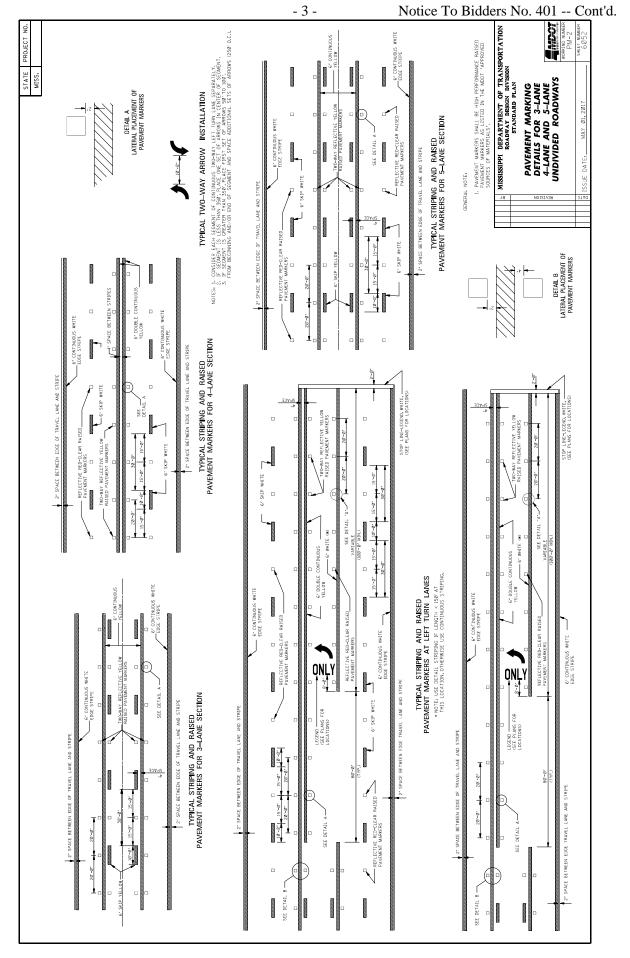
Standard Drawings attached hereto shall govern appropriate items of required work.

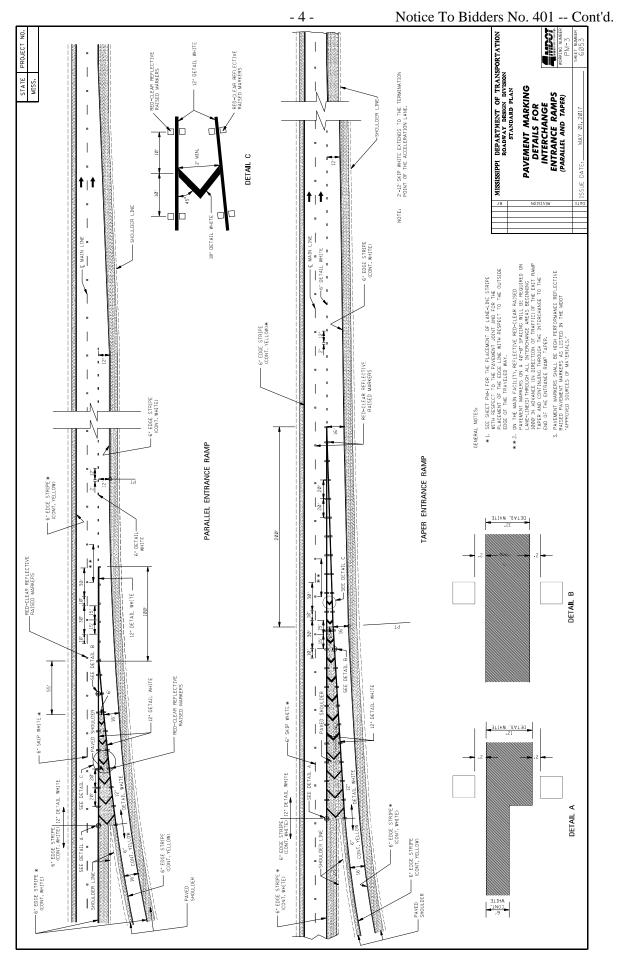
Larger copies of Standard Drawings may be purchased from:

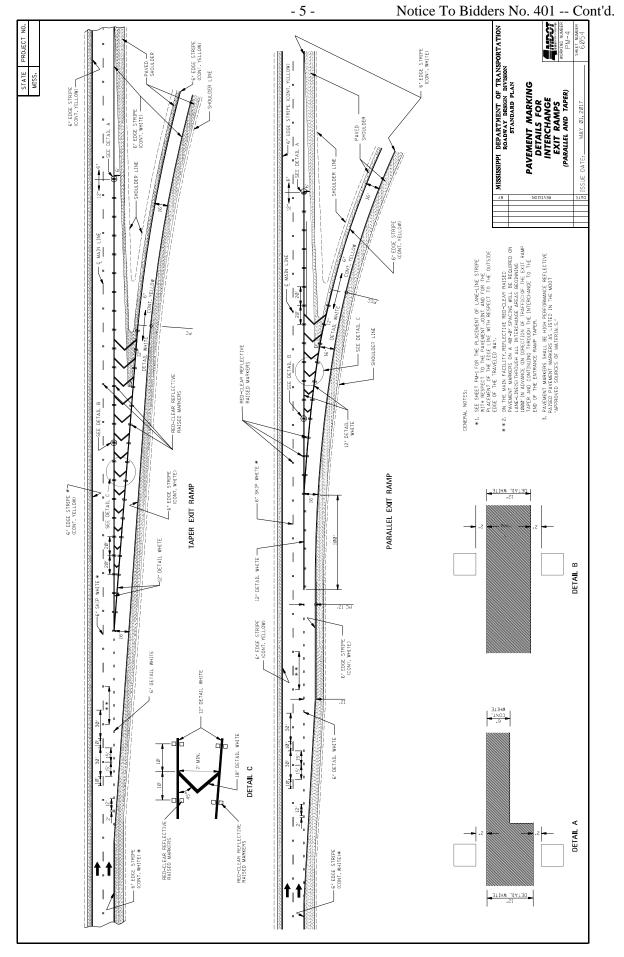
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460 or FAX: (601) 359-7461 or e-mail: <u>plans@mdot.state.ms.us</u>

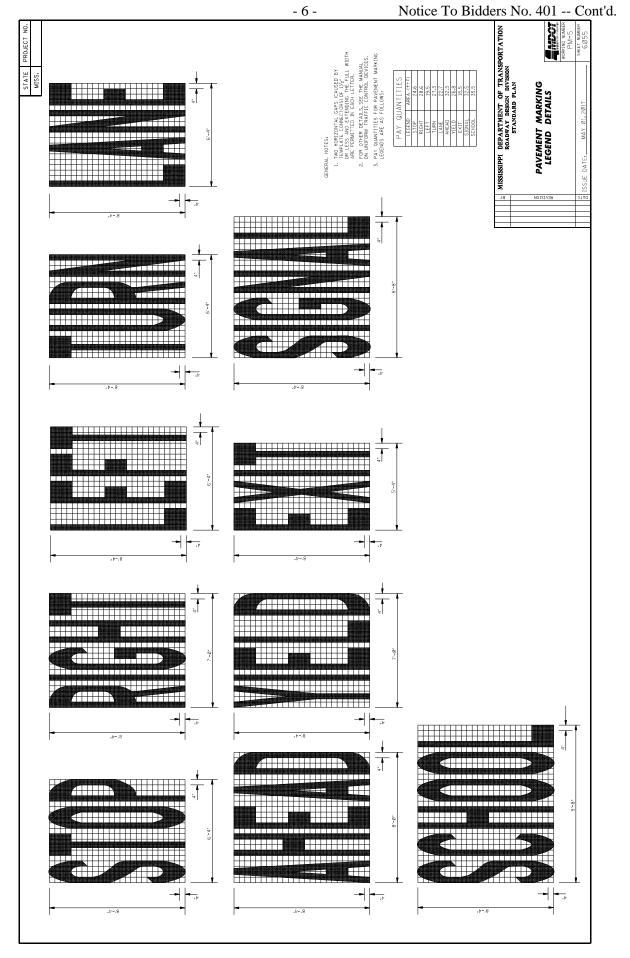


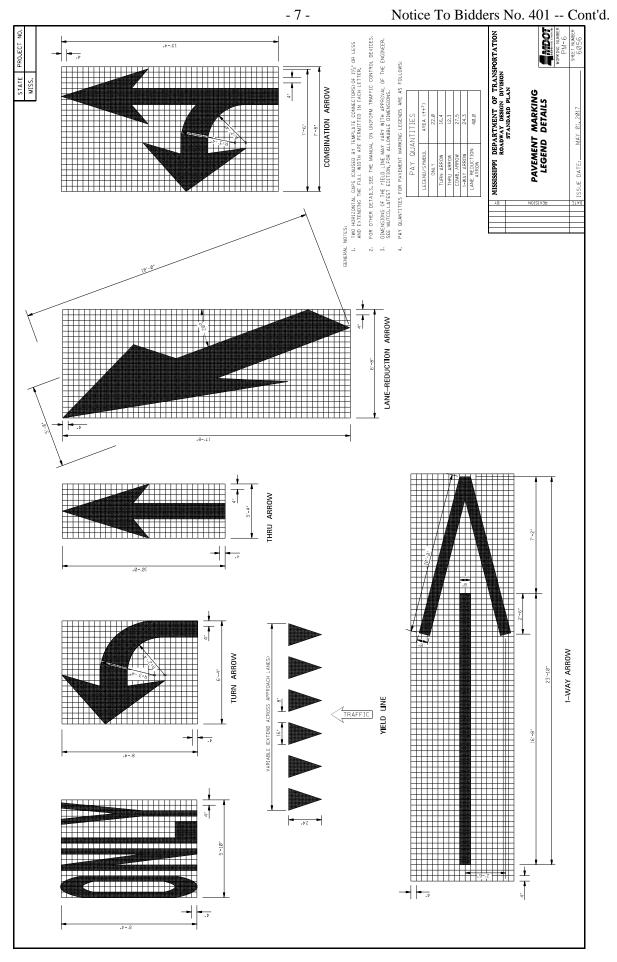
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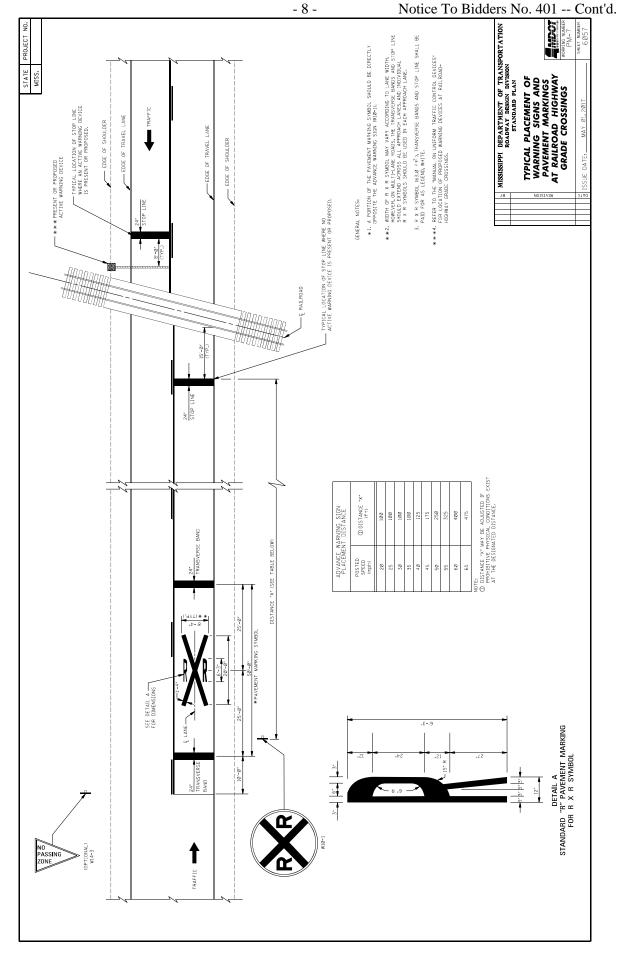


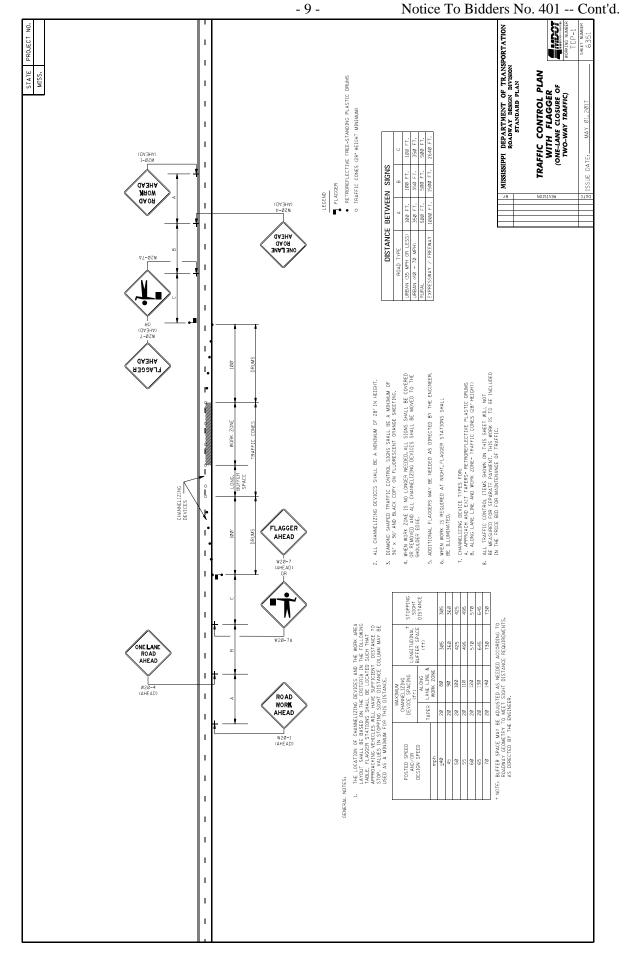




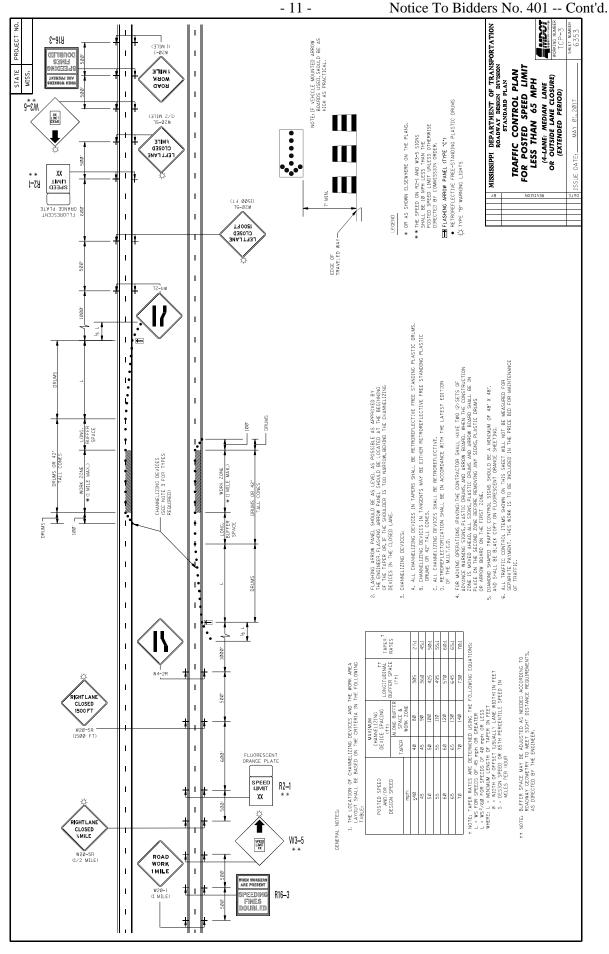




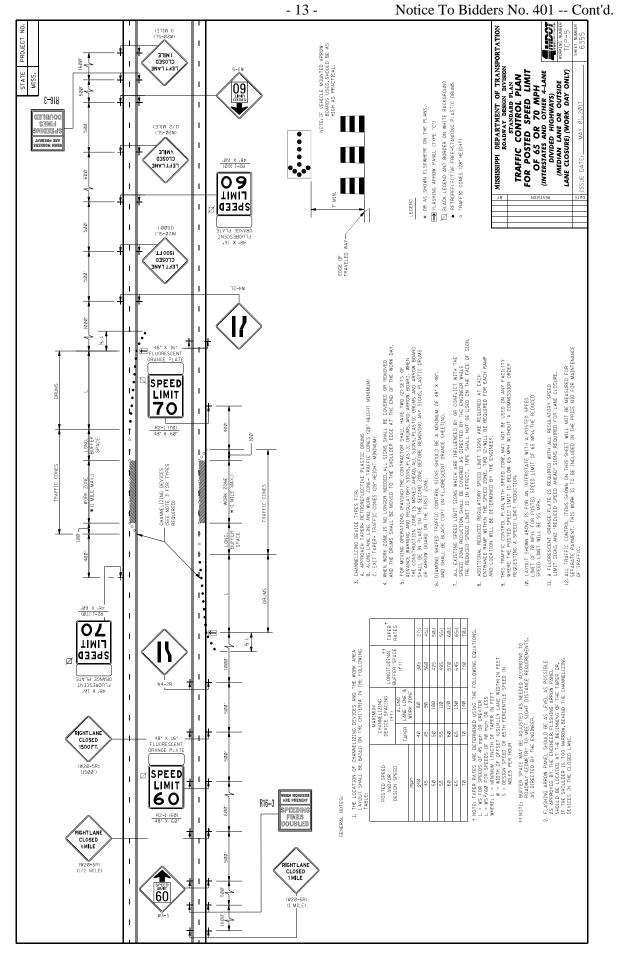


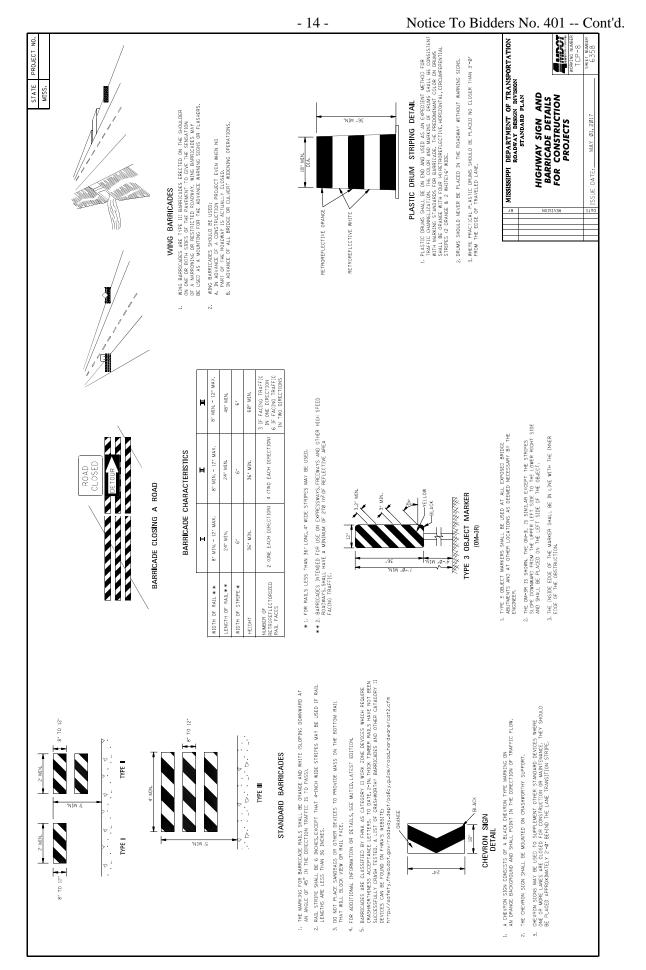


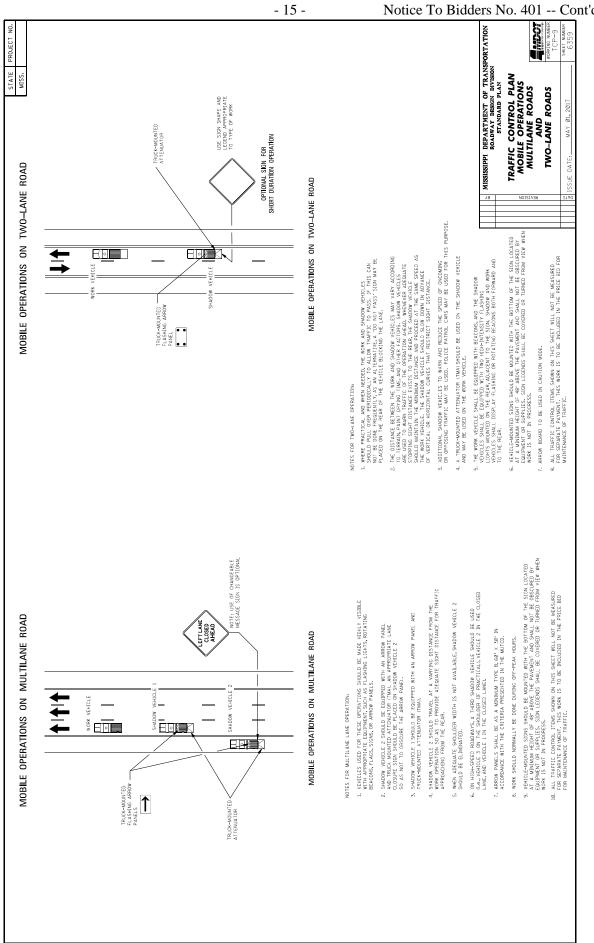


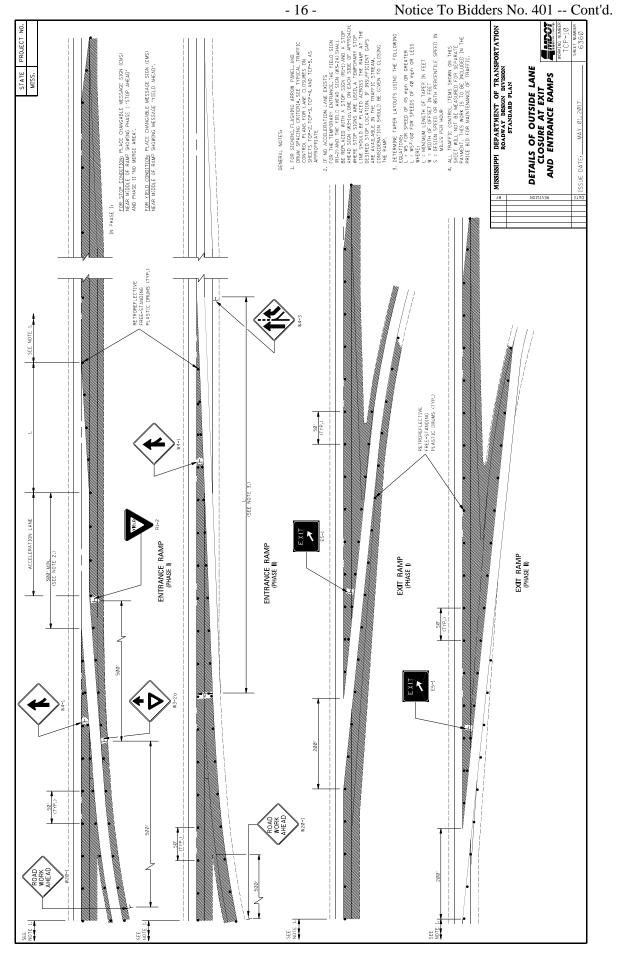


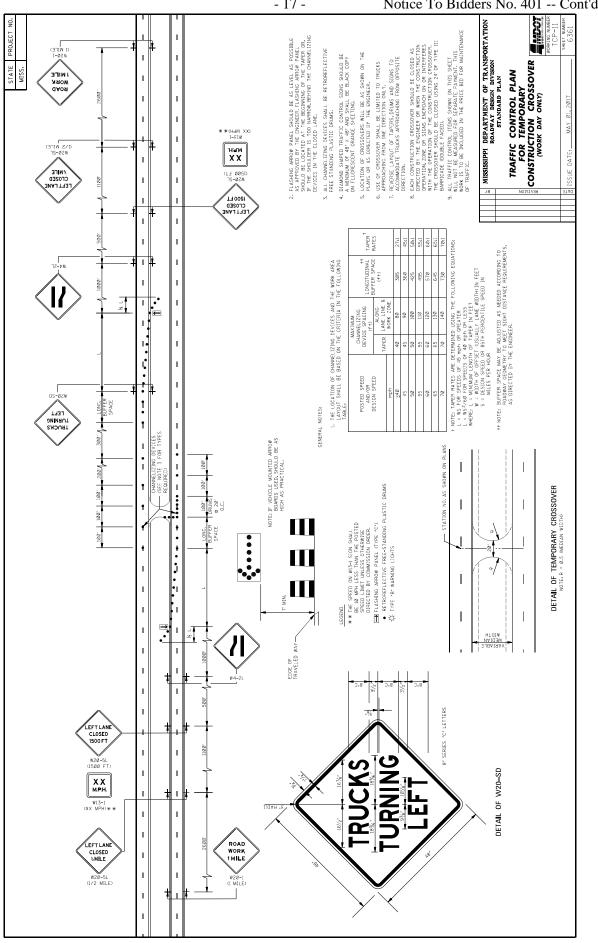




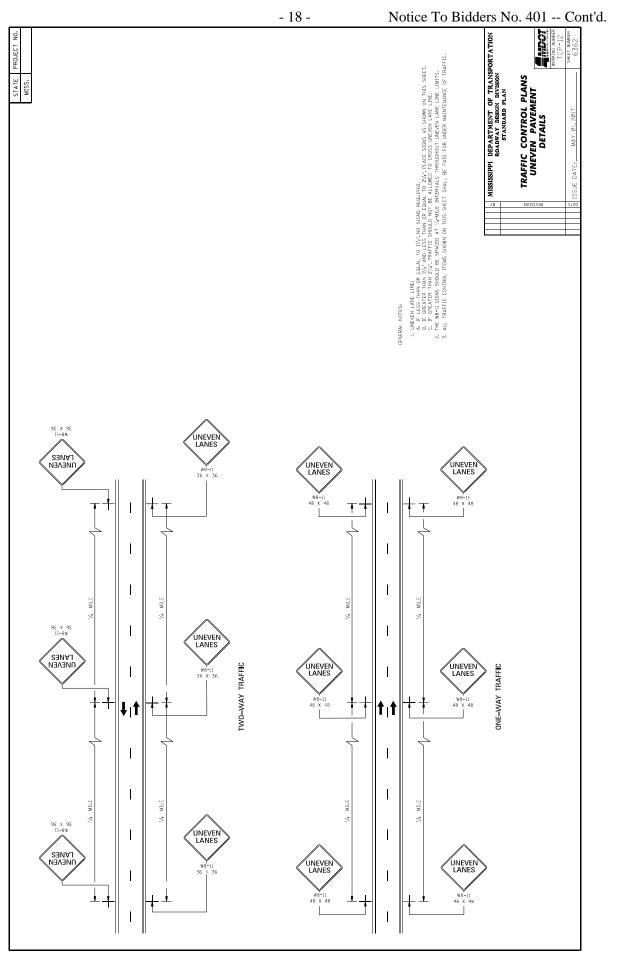


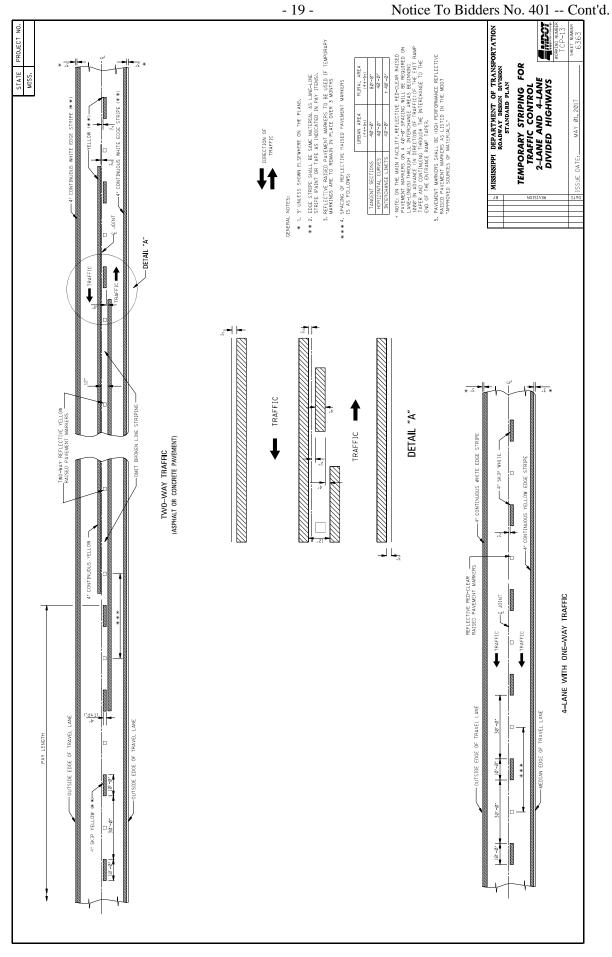


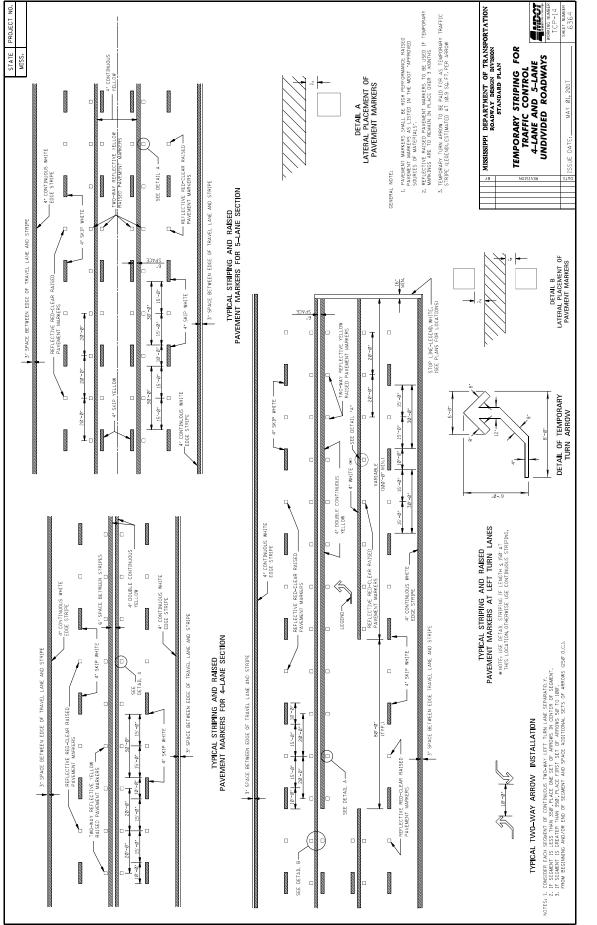




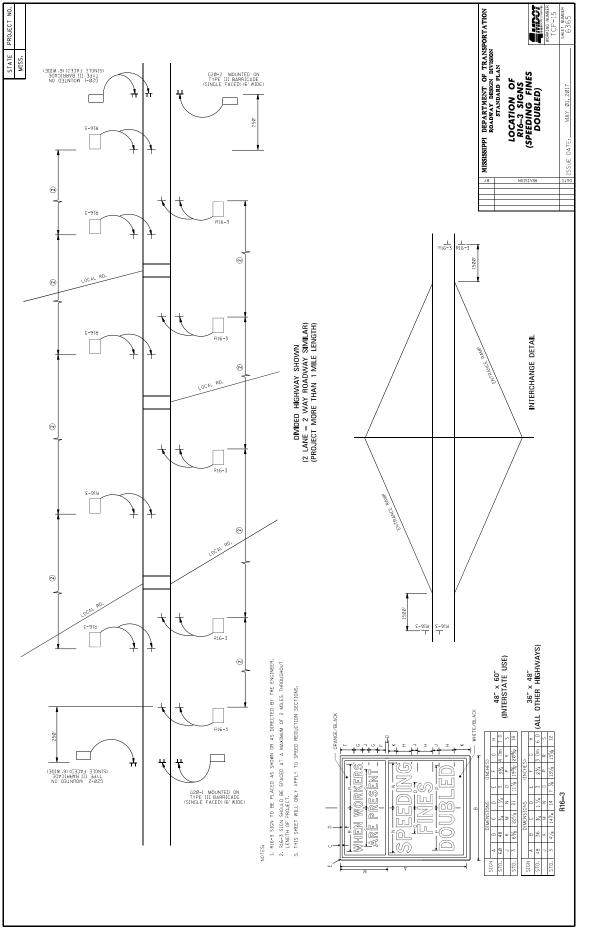
27



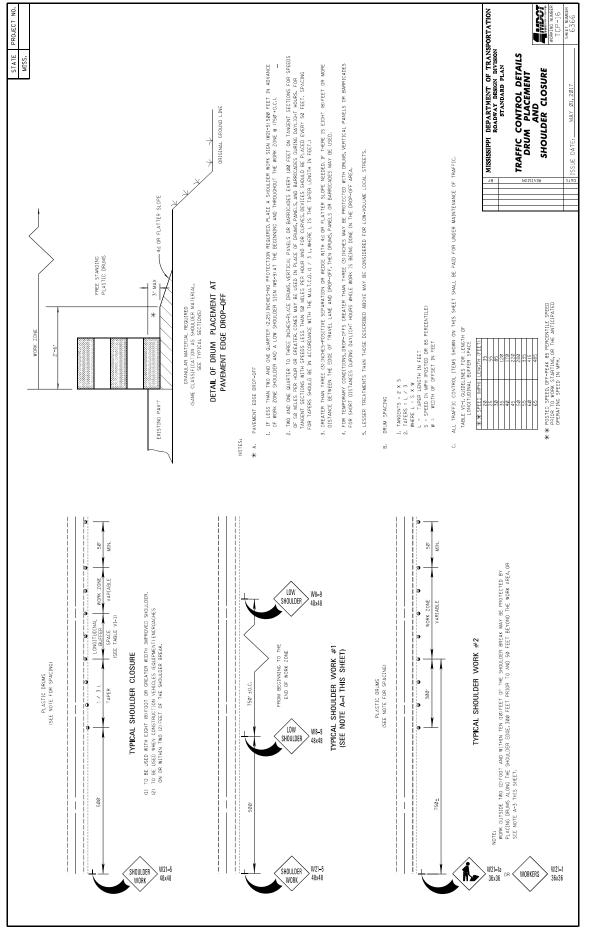




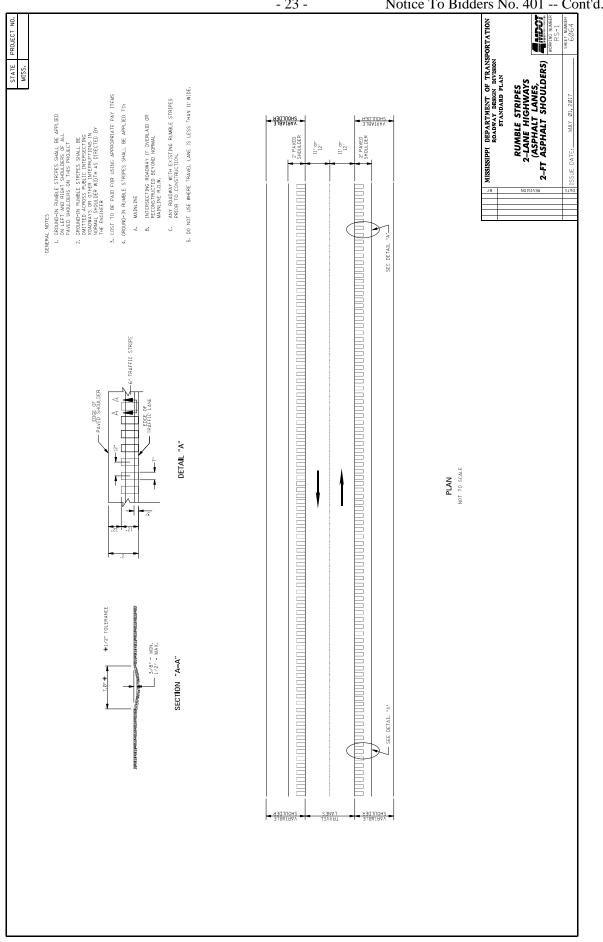
30



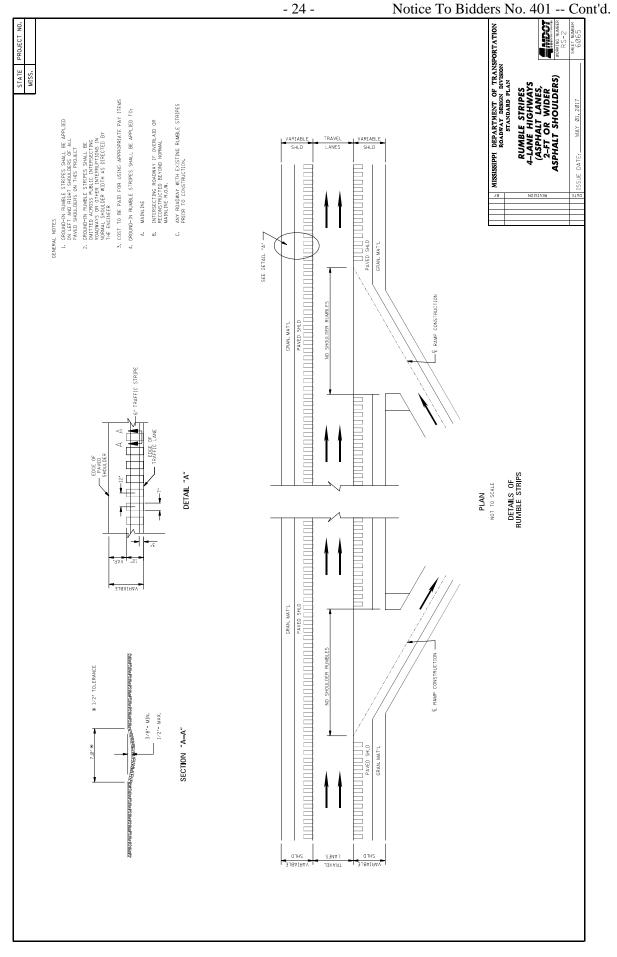
#### Notice To Bidders No. 401 -- Cont'd.

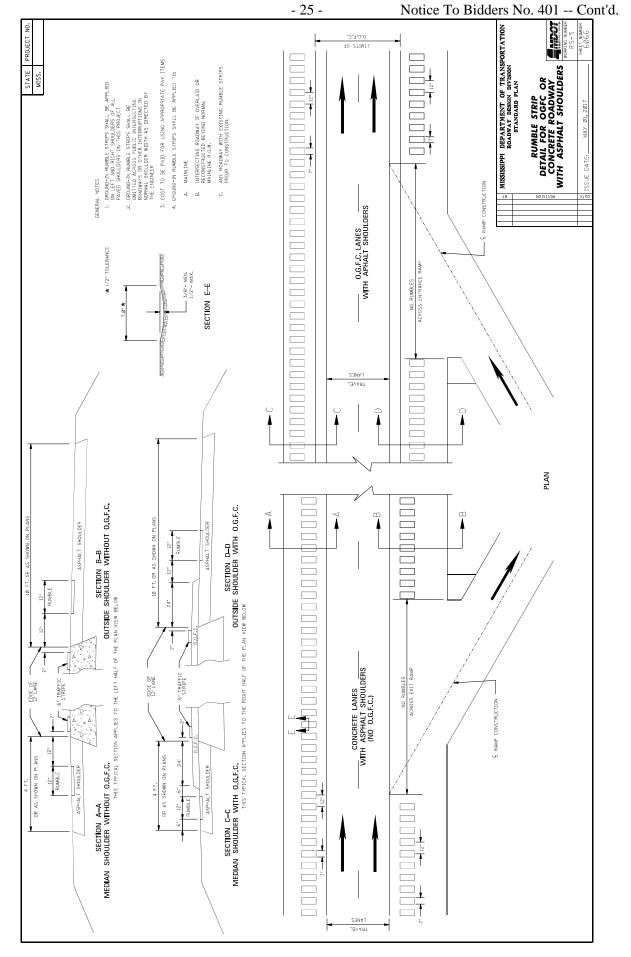


32



- 23 -





#### **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**.

#### **SECTION 904 - NOTICE TO BIDDERS NO. 516**

CODE: (IS)

#### DATE: 11/28/2017

#### SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	Subsection	Change
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.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
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 "AASHTO's <u>LRFD</u> ".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
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."

- 2 -

#### **SECTION 904 - NOTICE TO BIDDERS NO. 949**

CODE: (SP)

DATE: 06/13/2018

#### **SUBJECT:** Contract Time

#### **PROJECT:** MP-3049-67(016) / 306478301 – Sunflower 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 14, 2018</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>September 13, 2018</u>.

Should the Contractor request a Notice to Proceed earlier than <u>September 13, 2018</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>68</u>** Working Days have been allowed for the completion of work on this project.

#### **SECTION 904 – NOTICE TO BIDDERS NO. 950**

CODE: (SP)

DATE: 05/09/2018

#### **SUBJECT:** Scope of Work

#### **PROJECT:** MP-3049-67(016) / 306478301 -- Sunflower County

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

Work on the project shall consist of the following:

#### HIGHWAY 49W OVERLAY SOUTH OF RULEVILLE (LOG MILE 35.212) TO NORTH OF DREW (LOG MILE 42.653)

- The Contractor shall erect and maintain construction signing, provide all signs, set up night time lane closures if needed and traffic handling devices in accordance with the Traffic Control Plan. The costs are to be included in the price bid for pay item No. 618-A, Maintenance of Traffic. All traffic control devices on this project should comply with Part VI of the MUTCD (Latest Edition). Fluorescent orange sheeting shall be used on all construction and traffic control signs except for those designated in plans to be black legend and border on white background. The Contractor will be required to use 42-inch chanellizer cones with 6-inch wide reflective tape and a 16-pound vertical panel base for each cone.
- 2. Remove any failed areas on the main facility as directed by the Project Engineer using the following construction sequence.
  - A) Saw cut full depth through the asphalt and concrete. The saw cut for the concrete pavement may be offset from the saw cut for the asphalt pavement. Cost of saw cut shall be absorbed in other pay items.
  - B) Remove the failed pavement.
  - C) Remove any unsuitable material in the subgrade as directed by the Engineer.
  - D) Backfill and stabilize failed area with crushed stone base in lifts to an elevation five inches (5") below the original finished pavement elevation. No lift of crushed stone base shall be greater than six inches (6") in thickness.
  - E) Backfill with two 2<sup>1</sup>/<sub>2</sub>-inch lifts of 19-mm, MT, asphalt for a total of five inches (5"). The final grade of asphalt shall match the existing grade of the roadway. All repairs must be complete by the end of the work day and the lane closures must be removed from the roadway so that all lanes of travel are open thereafter.

F) Locations for dig outs are provided. All locations will be marked by the MDOT prior to the repair work.

- 2 -

- 3. Cold Mill the roadway throughout the project as designated in the Supplemental Information section of this scope of work. Unless stated differently, it is the Contractor's responsibility to insure the drainage of surface water from the milled areas. Temporary wedges of full lane width Asphalt shall be placed by the Contractor immediately after the cold milling process to allow the safe transition of traffic. These wedges shall be maintained in a satisfactory condition by the Contractor until the permanent asphalt is placed. All costs for placing and maintaining these wedges shall be absorbed in other pay items. Manhole covers and a water valve will be encountered. Milling will be performed carefully around these utilities as to avoid any damage. Asphalt will be placed around these utilities to ensure a smooth transition.
- 4. Overlay US 49W with 1<sup>1</sup>/<sub>2</sub>" and variable 9.5-mm, MT, asphalt or as listed in the Supplemental Information. This overlay will consist of overlaying the mainline, local roads, and asphalt pads. Publicly maintained roads or streets shall be paved to the existing right of way. Privately owned entrances shall be paved a distance of 10 feet and variable from the edge of pavement. Any site grading at local roads, crossovers or drives will not be measured for separate payment but will be considered an absorbed item. Cross slopes shall be increased where practical within contract quantities in an effort to achieve a uniform cross slope of 2%. The existing superelevation rate in horizontal curves is to be maintained as a minimum. Any work to control the laydown equipment for proper placement of the asphalt in the superelevated curves shall be absorbed by the Contractor at no additional cost to the state.

#### Supplemental Information

- Due to stripped asphalt, crack sealant present in some of the roadway, and concrete pavement failure repair, the following construction sequences will be adhered to on this project.
- The Contractor will perform punch out work on failed areas throughout the project as indicated in the scope of work. If the Contractor can schedule paving and punch out repair on the project at the same time in a manner in which the advanced warning signs of the lane closure do not overlap, this will be permitted.
- From the Beginning of Project to Floyce Street, the Contractor will mill 1<sup>1</sup>/<sub>2</sub>" of asphalt and inlay the 9.5-mm, MT, asphalt back in the same lane closure in the same day. (mill and inlay) The Contractor will mill the asphalt on the existing slope and place the 9.5-mm, MT, asphalt back on the existing slope. Each lane will be milled and paved 14 feet and variable for a final roadbed width of 28 feet. The local roads in this area will also be milled and inlayed 1<sup>1</sup>/<sub>2</sub>" at the edges of the curb and gutter back to the pavement break.
- From Floyce Street to Last Street

• The roadway in the vicinity from Floyce Street to Last Street has been computed to have a 1.5% cross slope from the centerline to the edge stripe. From the stripe to the curb and gutter the difference in elevation ranges from 0.5 feet to 0.75 feet. All of these figures are variable due to a wide range of deplorable field conditions.

- 3 -

- Work in this area will strictly follow these guidelines.
- In the Southbound lane, the Contractor will mill 3" deep on the centerline of the roadway on a 2% cross slope for 12 feet wide. In the same lane closure, the Contractor will pave 1<sup>1</sup>/<sub>2</sub>" of 9.5-mm, MT, asphalt for 12 feet wide on a 2% cross slope. The Contractor will ensure their work is scheduled so this step can be accomplished in one day.
- The Contractor will then back up and mill in the southbound lane from a point that is 1<sup>1</sup>/<sub>2</sub>" below the gutter pan to a point that is zero in depth at the newly paved edge of asphalt. No new pavement is to be milled in this process.
- The Contractor will then back up and put another 1<sup>1</sup>/<sub>2</sub>" of 9.5-mm, MT, asphalt for 12 feet wide. This will complete the southbound lane paving.
- The Contractor will then back up and pave using 9.5-mm, MT, asphalt for approximately 6<sup>1</sup>/<sub>2</sub>' from the edge of new traveled lane to the top edge of the milled gutter pan.
- After the Contractor finishes the southbound lane, they will use the exact same procedure to maintain the northbound lane.
- While working in this area, the Contractor <u>will not</u> be allowed to mill or pave anywhere else on this project. However, if possible and lane closure advanced warning signs do not overlap, the Contractor may work on punch out areas in accordance with the contract.
- All stripe needed be it temporary or permanent will be placed on a daily basis depending on how the Contractor leaves the sections each day.
- The Contractor shall be fore warned this area of Ruleville frequently completely inundates during some rain events so the Contractor shall be very vigilant in checking the extended weather forecast before starting work in this area.
- From Last Street to the Sunflower Pharmacy (end of curb and gutter), the Contractor will mill 1½" at the curb and gutter sections and run the slope of the milling in a manner to daylight the milling out within 8 to 10 feet of the curb, or as directed by the Engineer. The intersection of Highway 8 and Highway 49W will be milled at the edges also. This will be done in a manner in which the Highway 49W can keep the correct cross slope as it exists. The Contractor will then overlay this section with 1½" of 9.5-mm, MT, asphalt. The milling and paving will be done at the north end of this section in a manner to transition the milling and paving into a 1½-inch overlay on the 2-lane portion of 49W towards Drew. The local roads in this area will also be milled and inlayed 1½" at the edges of the curb and gutter back to the pavement break.
- From the end of the 5-lane section on the north end of Ruleville to the beginning of the 3lane section at the south end of Drew, overlay 49 W with 1<sup>1</sup>/<sub>2</sub>" of 9.5-mm, MT, asphalt at the existing or applicable slope. Local roads will be paved to the right of way line or as directed by the Engineer, pads will be constructed as per proper typical provided.

- At the beginning of the 3-lane section in Drew, the Contractor will mill and inlay under the same stipulations written above (for Ruleville) the Northbound lane (only) from the intersection of South Front Street to the End of Project. This mill and inlay will be 14 feet wide and 1<sup>1</sup>/<sub>2</sub>" in depth.
- The Contractor will overlay with 1<sup>1</sup>/<sub>2</sub>" of asphalt the three lane section through Drew with 9.5-mm, MT, asphalt. Before this overlay is done, the Contractor will mill 1<sup>1</sup>/<sub>2</sub>" around all of the curb and gutter and daylight the slope as directed by the Engineer insure proper tie ins to the existing drainage structures (gutter pan).
- 5. Temporary striping shall conform to finished stripe specifications for alignment, reflectivity, straightness, and neatness. Temporary stripe shall be placed daily as needed for safe movement of traffic. All permanent pavement markings are to be hot thermoplastic. Edge lines will be placed so as to maintain a 12-foot lane width. Any thermoplastic stripe to be placed in a rumble strip must be applied by using an atomization method. All other stripe may be placed using an extrusion head at the Contractor's option.
- 6. Raise the existing shoulders to match the new pavement elevation by grading existing material and/or placing any needed granular material, all to be bladed and dressed to a finished slope of 4%. Any existing low shoulders or at any time there is a differential in excess of two inches (2"), the Contractor shall raise the shoulder grade up to the current asphalt grade. The Contractor may pull up existing shoulder material if possible or place new granular material. Incidental work such as removing vegetation, shaping and compacting shoulders (including the base for paved aprons), and other incidental work that is necessary to complete the work will not be measured for separate payment and the cost will be included in the items bid.
- 7. Raised pavement markers will be placed at 80-foot intervals in tangents and 40-foot intervals in curves and in urban limits along the centerline of roadway. Removal of existing raised pavement markers or rumble bars shall be done before the overlay and shall be considered an absorbed item of work.

		LOCAT	TION OF FAILED AREAS		
Station	Width (ft)	Length (ft)	Station	Width (ft)	Length (ft)
15+28	5	28	215+92	5	28
20+56	5	28	218+56	5	28
25+84	5	28	221+20	5	28
31+12	5	28	231+76	5	28
36+40	5	28	237+04	5	28
52+24	5	28	242+32	5	28
62+80	5	28	247+60	5	28
83+92	5	28	258+16	5	28
89+20	5	28	268+72	5	28
94+48	5	28	279+28	5	28
99+76	5	28	289+84	5	28
110+32	5	28	295+12	5	28
115+60	5	28	310+96	5	28
120+88	5	28	316+24	5	28
136+72	5	28	326+80	5	28
142+00	5	28	353+20	5	28
160+48	5	28	374+32	5	28
163+12	5	28	379+60	5	28
168+40	5	28	390+16	5	28
173+68	5	28	395+44	5	28
184+24	5	28	400+72	5	28
194+80	5	28	Academy Road three lane	20	6
205+36	5	28			

#### **SPECIAL PROVISION NO. 907-102-2**

CODE: (IS)

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.

<u>907-102.01--Prequalification of Bidders.</u> 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.

<u>907-102.02--Contents of Proposal Forms</u>. 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 <a href="http://bidx.com">http://bidx.com</a>.

#### **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.

<u>907-103.01--Consideration of Proposal.</u> Delete the second and third paragraphs of Subsection 103.01 on page 19, and substitute the following.

<u>907-103.01.1--For Projects Constructed Without Federal Funds.</u> 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.

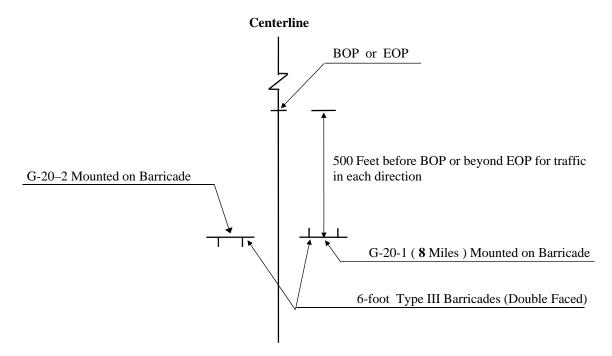
#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-4

#### DATE: 05/09/2018

#### PROJECT: MP-3049-67(016) / 306478301 -- Sunflower County

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

Additional traffic control devices will be required as follows.

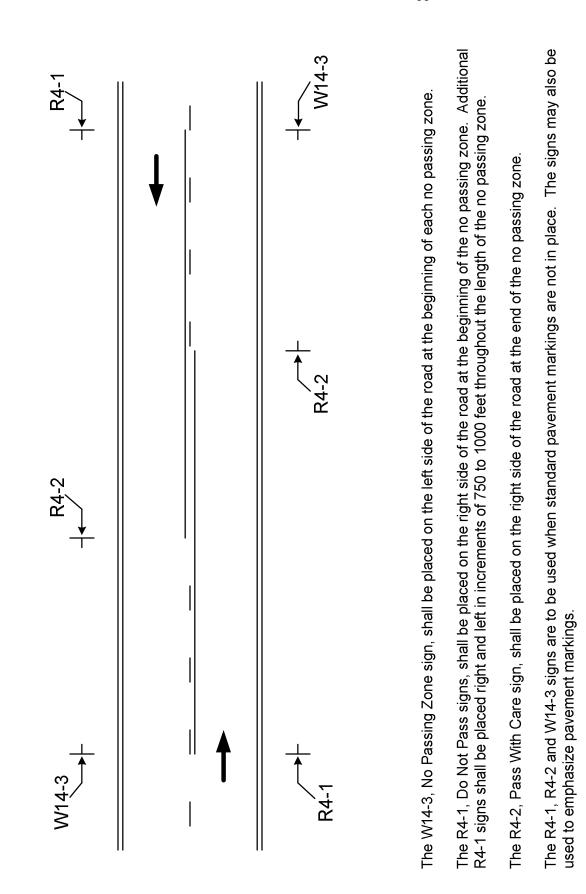


#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- 42 W20-1 "AHEAD" signs required. One (1) W20-1 "AHEAD" sign is required at each local road or street entering the project.
- <u>8</u> R4-1 "DO NOT PASS" signs required.
- 7 R4-2 "PASS WITH CARE" signs required.
- 6 W14-3 "NO PASSING ZONE" signs required.

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, this drawing, and as specified in the Manual on Uniform Traffic Control Devices.

All construction signs and barricades shown on this page shall be included in the bid price for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R4-1 and R4-2 signs which shall be black legend and border on white background.



- 2 -

48

#### **SPECIAL PROVISION NO. 907-618-4**

CODE: (SP)

**DATE:** 02/01/2018

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

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>**907-618.01.2--Traffic Control Plan**</u>. At the end of Subsection 618.01.2 on page 441, add the following:

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

#### SPECIAL PROVISION NO. 907-619-6

CODE: (SP)

#### DATE: 03/21/2018

#### **SUBJECT:** Temporary Portable Rumble Strips

Section 619, Traffic Control for Construction Zones, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-619.02--Materials. After Subsection 619.02.15 on page 472, add the following.

<u>907-619.02.16--Temporary Portable Rumble Strips.</u> Temporary portable rumble strips shall be RoadQuake manufactured by PSS and meet the following requirements:

- capable of being installed without adhesives or bolts,
- have a minimum weight of 100 pounds,
- have a minimum overall length of 11 feet,
- have a minimum width of 12 inches, and
- have a maximum height of 3/4 inch.

Temporary portable rumble strips shall be installed in accordance with the attached details, or as directed by the Engineer.

<u>907-619.03--Construction Requirements.</u> After Subsection 619.03.11 on page 476, add the following.

<u>907-619.03.16--Temporary Portable Rumble Strips.</u> Temporary portable rumble strips shall be placed at locations shown on the traffic control plans, attached drawing, or as directed by the Engineer. The rumble strips shall be removed when lane closures are removed, relocated when lane closures are relocated, or as directed by the Engineer.

Prior to placement of the rumble strips, the roadway shall be cleaned to be free of dust, sand, and other materials that may cause slippage. The minimum roadway temperature at the time of installation shall be in accordance with manufacturer recommendations.

A minimum of three (3) temporary portable rumble strips shall be arranged in an array. The spacing of temporary portable rumble strips in each array shall be on 15-foot centers. One array of three (3) strips shall be used in each lane. The rumble strips shall be regularly monitored and maintained to ensure they stay in place under traffic.

<u>907-619.04--Method of Measurement.</u> At the end of Subsection 619.04 on page 478, add the following.

Temporary Portable Rumble Strips will be measured for payment by the linear foot only when a pay item for temporary portable rumble strips is included in the contract. Otherwise, temporary portable rumble strips will be included in the cost of pay item 618-A, Maintenance of Traffic. The quantity of temporary portable rumble strips will be the length of rumble strips approved by the Engineer to be in-place on the project at any one time.

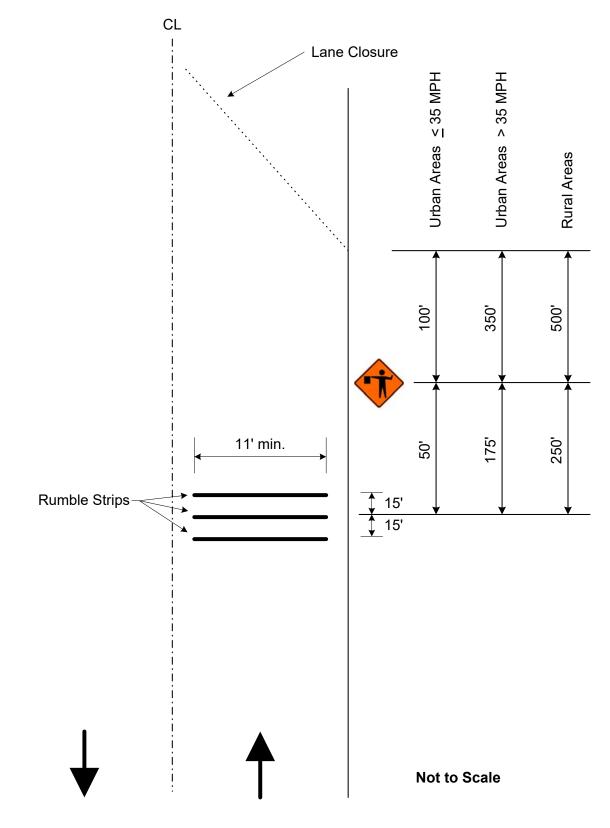
<u>907-619.05--Basis of Payment.</u> After the fifth paragraph of Subsection 619.05 on page 478, add the following.

Temporary Portable Rumble Strips measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for cleaning the roadway surface, installing the rumble strips, maintenance and repair of the strips, cleaning and resetting of the strips, removal and replacement, and for all labor, equipment, tools, and incidentals necessary to complete the work.

After the last pay item listed on page 480, add the following.

907-619-B: Temporary Portable Rumble Strips

- per linear foot



- 3 -

**Detail of Temporary Portable Rumble Strips** 

#### SECTION 905 - PROPOSAL

	Date	
Mississippi Transportation Commission		
Jackson, Mississippi		
Sirs: The following proposal is made on behalf of		
of		
for constructing the following designated project(s) within the time(s) h	nereinafter specified.	

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

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

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

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

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

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

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

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

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

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

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

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

	Respectfully Submitted,
	DATE
	6
	Contractor BY
	Signature
	TITLE
	ADDRESS
	CITY, STATE, ZIP
	PHONE
	FAX
	E-MAIL
(To be filled in if a corporation)	
Our corporation is chartered under the Laws of the names, titles and business addresses of the executives are as	State of and the follows:
President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

 $Overlay approximately \ 7 \ miles \ of \ US \ 49 \ W \ from \ South \ of \ Ruleville \ to \ North \ of \ Drew, \ known \ as \ State \ Project \ No. \ MP-3049-67(016) \ / \ 306478301 \ in \ Sunflower \ County.$ 

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0010	202-B188		697	Roadway It Square Yard	Removal of Pavement, All Types and Depths
0020	203-G001	(E)	233	Cubic Yard	Excess Excavation, FM, AH
0030	304-B005	(GT)	6,977	Ton	Granular Material, Class 5, Group E
0040	403-A005	(BA1)	461	Ton	19-mm, MT, Asphalt Pavement
0050	403-A014	(BA1)	12,540	Ton	9.5-mm, MT, Asphalt Pavement
0060	406-A001		3,000	Ton	Cold Milling of Bituminous Pavement, All Depths
0070	407-A001	(A2)	17,090	Gallon	Asphalt for Tack Coat
0080	413-E001		36,960	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
0090	423-A001		9	Mile	Rumble Strips, Ground In
0100	613-D005		3	Each	Adjustment of Manhole
0110	613-D011		1	Each	Adjustment of Water Valve
0120	618-A001		1	Lump Sum	Maintenance of Traffic
0130	618-B001		1	Square Feet	Additional Construction Signs (\$10.00)
0140	619-A1004		14	Mile	Temporary Traffic Stripe, Continuous White, Paint
0150	619-A2004		7	Mile	Temporary Traffic Stripe, Continuous Yellow, Paint
0160	619-A3003		1	Mile	Temporary Traffic Stripe, Skip White, Paint
0170	619-A4002		9	Mile	Temporary Traffic Stripe, Skip Yellow
0180	619-A5002		11,424	Linear Feet	Temporary Traffic Stripe, Detail, Paint White
0190	619-A5002		5,226	Linear Feet	Temporary Traffic Stripe, Detail, Paint Yellow
0200	619-A6003		1,691	Square Feet	Temporary Traffic Stripe, Legend, Paint
0210	619-A6004		4,640	Linear Feet	Temporary Traffic Stripe, Legend, Paint
0220	620-A001		1	Lump Sum	Mobilization
0230	626-A001		1	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0240	626-B002		14	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0250	626-D001		9	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0260	626-E001		7	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0270	626-G004		11,424	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0280	626-G005		5,226	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0290	626-H001		1,691	Square Feet	Thermoplastic Double Drop Legend, White
0300	626-H002		4,640	Linear Feet	Thermoplastic Double Drop Legend, White
0310	627-J001		634	Each	Two-Way Clear Reflective High Performance Raised Markers
0320	627-K001		152	Each	Red-Clear Reflective High Performance Raised Markers
0330	627-L001		2,403	Each	Two-Way Yellow Reflective High Performance Raised Markers
0340	907-619-B001		66	Linear Feet	Temporary Portable Rumble Strips
			ALT	ERNATE GROUP	AA NUMBER 1

(Date Printed 06/27/18)

	. Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]	
0350	304-F001	(GT)	424	Ton	3/4" and Down Crushed Stone Base	
					ROUP AA NUMBER 2	
0360	304-F002	(GT)	424	Ton	Size 610 Crushed Stone Base	
					ROUP AA NUMBER 3	
0370	304-F003	(GT)	424	Ton	Size 825B Crushed Stone Base	

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.
Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.
It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.
It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.
I (We) agree to complete each contract on or before its specified completion date.
***************************************
COMBINATION BID PROPOSAL
This proposal is tendered as one part of a Combination Bid Proposal utilizing option* of Subsection 102.11 on the following contracts:
* Option to be shown as either (a), (b), or (c).
Project No. County County County
16
27.
3.
49
510
<ul><li>(a) If Combination A has been selected, your Combination Bid is complete.</li><li>(b) If Combination B has been selected, then complete the following page.</li></ul>

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									
U	Pay Item Number		6							
	Project Number	1.	5	3.	4.	5.	6.	7.	8.	

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

Ś TION BID PROPOSAL SECTION 905 - COMBINA

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

#### **CERTIFICATE**

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

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

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

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

Contractor \_\_\_\_\_

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION CERTIFICATION

I, ,
(Name of person signing bid)
individually, and in my capacity as
(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-3049-67(016)/ 306478301000
in <u>Sunflower</u> County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners. Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
Do exceptions exist and are made a part thereof? Yes / No
Any exceptions shall address to whom it applies, initiating agency and dates of such action.
Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.
All of the foregoing is true and correct.

(1/2016 S)

#### CONTRACT FOR MP-3049-67(016)/ 306478301000

#### LOCATED IN THE COUNTY(IES) OF Sunflower

#### 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 signature	es 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
	nsportation Commission in session on the day of

#### SECTION 903 PERFORMANCE AND PAYMENT BOND

#### CONTRACT BOND FOR: MP-3049-67(016)/ 306478301000

#### LOCATED IN THE COUNTY(IES) OF: Sunflower

#### STATE OF MISSISSIPPI, COUNTY OF HINDS

Know all men by these present	: that we, (Contractor)
	(Contractor)
	_ Principal, a
residing at	in the State of
and	(Surety)
	(Surety)
residing at	in the State of,
	State of Mississippi, under the laws thereof, as surety, effective as of the contract date ly 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 m	ade, 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 in	o 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 men	ioned 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			

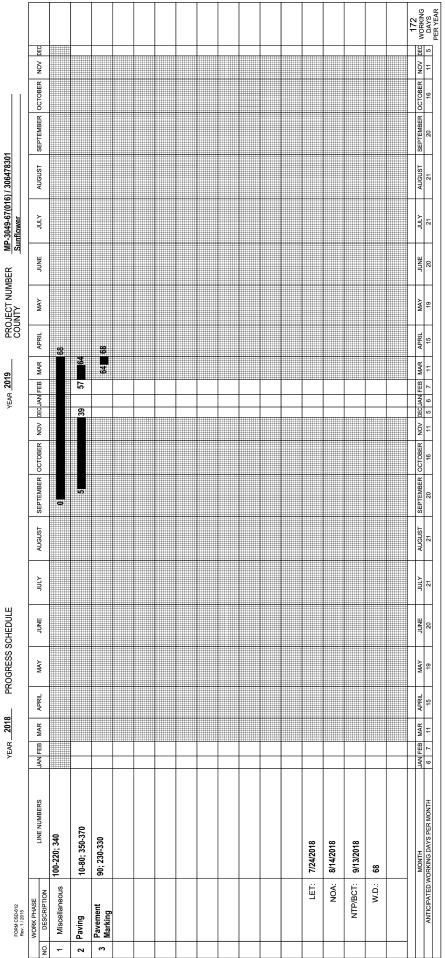
Revised 9/02/2014



# **BID BOND**

KNOW ALL MEN BY THESE P	RESENTS, that we					
		Contractor				
			Address			
			City, State ZIP			
As principal, hereinafter called the	e Principal, and	Surety				
a corporation duly organized under						
as Surety, hereinafter called the S	urety, are held and firmly b	oound unto <u>State</u>	of Mississippi, Jacks	on, Mississippi		
As Obligee, hereinafter called Ob	ligee, in the sum of Five I	Per Cent (5%) of A	mount Bid			
		Dollars(	)			
for the payment of which sum w executors, administrators, success				urselves, our heirs,		
NOW THEREFORE, the condition said Principal will, within the time performance of the terms and com- will pay unto the Obligee the diff which the Obligee legally contrac but in no event shall liability here	e required, enter into a forr ditions of the contract, then erence in money between t ts with another party to per	nal contract and give this obligation to be he amount of the bio form the work if the	e a good and sufficien e void; otherwise the I l of the said Principal	t bond to secure the Principal and Surety and the amount for		
Signed and sealed this	day of	, 2	0			
			(Principal)	(Seal)		
(Witness)		By:	(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.