

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.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u> 1 </u>	DATED <u> 5/19/2021 </u>	ADDENDUM NO. <u> </u>	DATED <u> </u>
ADDENDUM NO. <u> 2 </u>	DATED <u> 5/19/2021 </u>	ADDENDUM NO. <u> </u>	DATED <u> </u>
ADDENDUM NO. <u> </u>	DATED <u> </u>	ADDENDUM NO. <u> </u>	DATED <u> </u>

Number	Description
1	Revised Advertisement; Amendment EBSx Download Required.
2	Revised NTB No. 3425; Amendment EBSx Download Required.

TOTAL ADDENDA: 2
(Must agree with total addenda issued prior to opening of bids)

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.

MEP-7000-16(278)/ 307588316000, MEP-7000-64(285)/ 307588364000 & MEP-7000-65(286)/ 307588365000
Covington, Simpson & Smith County(ies)

Revised 01/26/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3425

CODE: (SP)

DATE: 05/17/2021

SUBJECT: Scope of Work

PROJECT: MEP-7000-16(278) / 307588316 – Covington County
MEP-7000-64(285) / 307588364 – Simpson County
MEP-7000-65(286) / 307588365 – Smith 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.

Bidders are advised that the removal and disposal of debris shall be from right-of-way to right-of-way of the following routes in the Counties listed below:

Covington County

- US 49 from the Forrest County Line to the Simpson County Line
- US 84 from the Jefferson Davis County Line to the Jones County Line
- SR 532 from SR 35 to US 84
- SR 588 from US 84 to the Jones County Line
- SR 535 from SR 590 to SR 588
- SR 590 from US 49 to the Jones County Line
- SR 589 from the Lamar County Line to US 49
- SR 598 from US 49 to Old Hwy. 49
- SR 184 from US 84 through Collins to US 84
- SR 37 from US 84 to the Smith County Line
- SR 35 from the Jefferson Davis County Line to the Smith County Line

Simpson County

- SR 545 from SR 28 to SR 149
- SR 541 from SR 28 to the Jefferson Davis County Line
- SR 540 from SR 469 to D’Lo
- SR 469 from SR 540 to the Rankin County Line
- SR 469 from SR 540 to SR 28
- SR 28 from the Copiah County Line to the Smith County Line
- SR 540 from US 49 to the Smith County Line
- **SR 13 from the Jefferson Davis County Line to the Rankin County Line*** (See note below.)
- SR 541 from SR 28 to the Rankin County Line
- SR 43 from the Lawrence County Line to SR 13
- SR 478 from Shivers Rd. to SR 43
- US 49 from the Covington County Line to the Rankin County Line
- SR 149 from US 49 through Mendenhall to US 49

- SR 149 from US 49 through Magee to US 49

Smith County

- SR 18 from SR 35 to the Jasper County Line
- SR 501 from SR 18 to the Jasper County Line
- SR 13 from the Rankin County Line to the Scott County Line
- SR 541 from SR 18 to SR 13
- SR 18 from the Rankin County Line to SR 35
- SR 35 from SR 18 to the Scott County Line
- SR 902 from SR 481 to SR 35
- SR 481 from SR 35 to the Scott County Line
- SR 35 from SR 28 to SR 18
- SR 28 from the Simpson County Line to the Jones County Line
- SR 531 from SR 28 to the Jasper County Line
- SR 37 from the Covington County Line to SR 35
- SR 540 from the Simpson County Line to SR 35

*** Note: Work shall begin, and be completed, along SR 13 first before work can begin on any other routes. Only debris on the ground will be removed along this section. No dead trees or leaners will be removed. See Notice to Bidders entitled “Cooperation Between Contractors” for more information.**

In general, the work to be accomplished using the pay items and corresponding specifications set forth in this contract is as follows:

- The purpose of this contract is to collect, pick-up, remove, and haul all Eligible Debris [as defined by FEMA Regulations for the Public Assistance Debris Management Program FEMA 322, FEMA 323 and FEMA 325, or their respective replacement, explanatory or supplementary guidelines] generated by Winter Ice Storm Uri/Viola, or other potentially dangerous items and to deliver all such Eligible Debris to disposal sites and dispose of same pursuant to applicable rules and regulations of FEMA, MEMA, EPA and MDEQ, as approved by MDOT and their designee.
- The Contractor shall remove all Eligible Debris, including appliances and other metal objects, on the state highway system (non-interstate) that is in the county and not within any city limits as well as the entire Interstate System, even if it is within a city’s corporate limits. The debris removed shall be within the mowing limits or as directed by MDOT or the MDOT designee. Leaning trees that could fall onto the roadway shall be removed as directed by the MDOT designee. Trees that are dead, downed or snapped off will also be removed as directed by the MDOT designee. Hanging limbs (“Hangers”) may also need to be removed if directed by MDOT or the MDOT designee. This will vary by location.
- Eligible Debris within the scope of this Contract is determined by FEMA guidelines and includes, but is not limited to, items damaged by said tornado, such as, damaged and disturbed trees, broken and partially broken or severed tree limbs and other debris obstructing or lying within MDOT Right of Way which poses a Safety and Health Hazard. Tree stumps uprooted as a result of this disaster, which are uprooted by more than 50%, shall be removed and hauled under this Contract. Tree stumps, at the discretion of the designee, may either be measured at a point two feet (2’) from where the tree originally

exited the ground (*i.e.* two feet (2') high as originally standing before the disaster] and the corresponding yardage calculated using the FEMA conversion chart (**See Attachment**) or the stump yardage may be called as part of a loaded truck in the same manner as all other debris. Hazardous trees and limbs to be removed as part of this project will be designated by the Debris Monitor at the time of debris removal. Material generated by an adjacent owner clearing a large tract of land will not be eligible. Material deemed ineligible by MDOT or their designee will not be removed.

- Contractor shall provide safe, expeditious, sanitary collection, removal, haul and disposal of all Eligible Debris in good, workmanlike and timely manner, time being of the essence to removal of Safety and Health Hazards from the Right-of-Way. As it pertains to the removal of hazardous trees and limbs, Contractor shall adhere to the standards as set forth in ANSI-A300 TREE, SHRUB and OTHER WOODY PLANT MAINTENANCE – STANDARD PRACTICES and ANSI Z133.1 PRUNING, REPAIRING, MAINTAINING, and REMOVING TREES and CUTTING BRUSH – SAFETY REQUIREMENTS. General pruning and maintenance of trees is not a part of this contract.
- All Eligible Debris shall be cut, collected, hauled and disposed of at the Contractor's cost. All necessary permits required for Contractor's operations shall be obtained by and at the cost of Contractor. All Eligible Debris shall become the property of Contractor upon collection and removal from the original collection site.
- The work shall consist of cutting, collecting, sorting, removing, clearing, loading, hauling, and disposing of all Eligible Debris and Tree Hazard Debris from MDOT Right of Way and disposal of same in environmentally acceptable method[s] approved by appropriate state and federal agencies. Ineligible debris will not be loaded, hauled or dumped under this Contract. Contractor shall not move from one designated work area to another designated work area without prior approval of designee. Any Eligible Debris, such as fallen trees, shall be severed at the point where the debris enters MDOT Right of Way and only that part of the Eligible Debris within or at the right of way line shall be collected and removed. Contractor shall not enter private property in performance of this Contract unless authorized in writing by MDOT.
- The Contractor shall exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The debris work area will be left clear of debris and clean, as reasonably and practical, under the conditions of this project.
- Contractor shall use equipment and perform work in a manner which will, as much as is reasonable and practical, prevent damages to public or private roads and roadways, public or private property; and the motoring public, being careful of utility lines and MDOT's infrastructure and facilities, including adjacent landscaping. The Contractor shall repair any damages caused by the Contractor's equipment to the conditions that existed prior to the damage. The repairs shall be made in a timely manner at no expense to the MDOT. Additional equipment may be allowed on a case by case basis upon approval by the MDOT and the MDOT designee.
- Contractor shall conduct the work in such a manner so as to not interfere with the disaster response and recovery activities of federal, state and local governments and agencies and public utilities.
- All work shall be conducted in safe, expeditious manner and in accordance with OSHA guidelines.

- MDOT will hold a preconstruction meeting to clarify responsibilities, field operations and procedures in order to facilitate project coordination. Prior to commencement of weekly work, the Contractor shall submit a work plan to the designee showing where operations will begin and which streets/roads/property will be cleared on a 7-day and a 14-day projection. The plan will be updated every Monday and is subject to revision and direction.
- All trucks and equipment must comply with applicable federal/state/local laws, rules and regulations, including, without limitation, DOT, MDOT and safety regulations. Any truck used to haul debris, which is to be measured by the cubic yard, must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved appropriate equipment. Sideboards or other bed extensions must meet all rules and regulations, cover the front and both sides and be constructed to withstand severe operating conditions. Sideboards are to be 2" x 6" boards or greater and shall not extend more than two feet (2') above metal bed sides. All extensions are subject to acceptance/rejection by designee. All trailers or dump beds must have a metal-frame exterior and minimum of 5/8" plywood [not wafer board] interior walls. All haul equipment must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck/trailer to be filled to capacity.
- Trucks and other heavy or vehicular equipment designated for use under this Contract shall be equipped with two signs, one attached to each side, that are furnished by the Contractor (**See Attachment**). Sign shall be self-adhesive and 11" x 17" in size.
- Prior to commencing contract operations, the Contractor shall present to MDOT's designee all trucks, trailers or other containers that will be used to haul storm related debris to be measured by the cubic yard. Each truck, trailer or other container shall be measured by the MDOT designee to determine load capacity. Each piece of equipment shall be numbered. The certified load capacity and the equipment number shall be clearly displayed on both sides of the piece of equipment using the required placard (**See Attachment**). If a trailer or container is measured, the placard shall be placed on the trailer or container rather than the truck. MDOT's designee may at any time request or perform a re-measurement of equipment. The Contractor shall notify the designee in writing each time a new truck, trailer or container is to be used under this Contract and the foregoing process shall be carried out for the new vehicle. No load or capacity shall exceed 100% of the certified load capacity.
- Contractor shall construct an inspection tower at each disposal site using pressure treated wood or better before any dumping can begin. Floor elevation of the tower shall be 10 feet above existing ground elevation. Floor area of the tower shall be 8' x 8', constructed of 2" x 8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" treated posts. Perimeter of the floor area shall be protected by a 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood with a 360 degree viewing area. The floor area shall be covered with corrugated tin roof providing a minimum 7-foot head room below the support beams. Access shall be provided by wooden steps with secure hand rails. The tower shall be secured by means of appropriate anchors and tie downs as required in OSHA regulations for similar structures. The Tower or any deviation from the foregoing must meet approval of designee and configured to provide visual access down into the load haul beds of all debris haul trucks, trailers or other containers. All incoming loaded and outgoing unloaded trucks and other load or haul equipment shall enter by the designated incoming side of the Tower and exit by the designated outgoing side of the Tower for inspection by the Disposal

Site Monitor, thereby requiring two passes by the Tower and shall remain in position for inspection until released by the Disposal Site Monitor.

- **CONTRACTOR SHALL NOT SOLICIT OR PERFORM PRIVATE WORK FROM PRIVATE CITIZENS, BUSINESSES OR OTHERS TO BE PERFORMED IN THE DESIGNATED WORK AREA DURING THE TERM OF THIS CONTRACT.** Under no circumstances may the Contractor mix debris hauled for others with Eligible Debris hauled under this Contract.
- Contractor shall provide the appropriate supervisory personnel to supervise, guide and direct the work using skillful and knowledgeable labor and proper equipment for all tasks. Safety of Contractor's employees, personnel and equipment is the responsibility of Contractor, as is any provision of care, insurances or workers compensation for Contractor's employees, personnel and equipment. Contractor shall provide and pay for all materials, equipment, fuels, personnel, insurances, taxes, and fees necessary or appropriate to performance under this Contract.
- Contractor, Contractor's equipment and vehicles, and Contractor's personnel and employees shall be and remain, throughout this Contract, duly licensed, qualified and insured to perform in accordance with appropriate federal, state and local requirements. The Contractor is responsible for assuring that all truck drivers have the appropriate commercial driver's licenses, including appropriate endorsements.
- Contractor shall take appropriate corrective action in response to any notices issued or violations resulting from Contractor's, or any subcontractor's, personnel or employees', actions or operations during performance of this Contract, at Contractor's cost.
- Contractor shall obtain all applicable environmental and regulatory permits prior to commencement of operations and shall provide designee with all requested information about Contractor's operations, equipment and personnel as needed by designee in reviewing, securing or maintaining such permits.
- Measurement of all compensable debris shall be by the delivered cubic yard of Eligible Debris delivered to the designated disposal site(s) at the location approved by designee, supported and documented by an approved Load Ticket.
- Prior to collection, the designee shall designate the number of damaged limbs (hangers) to be removed from each tree during the project and shall designate the (leaning) trees to be removed.
- Trees with a trunk diameter of greater than six inches (6") and/or measuring over 4½ feet above ground level shall be flush cut with the ground and removed if they possess a split trunk, broken canopy, or are leaning at an angle greater than 30 degrees. Trees that are leaning by less than 30 degrees are not to be removed unless approved by the designee. If such a tree is approved for cutting by the designee, the Contractor is to flush cut the tree to the satisfaction of the designee. All root balls should be up-righted and returned to their original location, if practical. If the designee approves the removal of the root ball, the root ball shall be removed and disposed of with the rest of the tree.
- The MEMA "Debris Management -- Summary", the "Public Assistance Program Debris Removal Fact Sheet for Local Governments", the "Debris Contract Information for Applicants" the "Department of Environmental Quality Natural Disaster Response" document, the "Class I Rubbish Disposal Sites", the "FEMA Truck Measurement Form", the "Daily Haul Record" form, the "Proposal to Furnish" form, the "Vehicles & Equipment List" form, the "Personnel List" form, and the "List of Designated Disposal Sites" are

incorporated and fully made part of this Contract, and each Bidder, by bidding this contract, acknowledges receipt of and assures compliance with all of same.

- Disposal sites must be approved by the Mississippi Department of Environmental Quality and the Mississippi Department of Archives and History. Letters must be furnished to MDOT before the disposal site may be used by the Contractor. See Notice to Bidders No. 2573 for a list of currently approved solid waste management facilities.
- The Contractor shall pick up all debris on each route as they progress. The Contractor cannot move from one area to another without approval from the MDOT designee. **This contract is for one (1) complete pass in all designated areas.**
- Trucks shall be loaded mechanically. No hand loading of trucks is permitted unless authorized by MDOT or the MDOT designee.
- The Contractor is responsible for all tipping fees.
- The Contractor must notify the MDOT designee 48 hours in advance of a disruption of work or an addition of work crews.
- No debris shall stick out of the sideboards or trailer bed. Tailgates are required on all trucks. Tarps, netting, or some other means approved by MDOT will be required on the top of all debris trucks.
- The Contractor must secure all applicable federal, state and local licenses.

Smith County District 7 #307588 365000

Route	Termini (BOP to EOP of route)	BOP GPS		EOP GPS		Cubic Yards
		Lat	Long	Lat	Long	
18	From MS 35 to Jasper County Line	32.037181	-89.522669	31.975744	-89.321961	800
501	From MS 18 to Jasper County Line	32.012475	-89.403889	32.223297	-89.410406	1,600
13	From Rankin County Line to Scott County Line	32.11141	-89.729696	32.223743	-89.69569	200
541	From MS 18 to MS 13	32.070989	-89.688048	32.128464	-89.720797	375
18	From Rankin County Line to MS 35 Intersection	32.060326	-89.729976	32.037229	-89.52272	1,200
35	From MS 18 to the Scott County Line	32.037229	-89.52272	32.223432	-89.511301	1,000
902	From MS 481 to MS 35	32.135446	-89.547564	32.183036	-89.509961	175
481	From MS 35 to Scott County Line	32.124038	-89.518663	32.22373	-89.597677	500
35	From MS 28 to MS 18	32.782761	-89.621493	32.037229	-89.52272	1,000
28	From Simpson County Line to Jones County Line	31.87236	-89.65474	31.79968	-89.355267	1,200
531	From MS 28 to Jasper County Line	31.825289	-89.397931	31.96315	-89.321836	270
37	From Covington County Line to MS 35	31.794733	-89.434385	32.000988	-89.520511	300
540	From Simpson County Line to MS 35	32.006325	89.654387	32.031153	-89.523563	225
Total:						8,845