

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> 5/20/2024 </u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

Number	Description
1	Replace Document 00 21 13 & Document 01 10 00 with same; Amendment EBSx Download Required.

TOTAL ADDENDA: 1
(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.
BWO-5040-38(006)/ 503756301000
Lauderdale County(ies)

Revised 01/26/2016

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.01 QUESTIONS

Questions Regarding Bidding: Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the www.gomdot.com current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on the Thursday prior to the letting. Answers to questions will be posted by 5:00 p.m. on the Thursday prior to the letting. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project. Bidders are advised that by signing the contract documents for this project, they agree that the on-line Questions and Answers submitted on this project shall be added to and made part of the official contract.

1.02 BIDDER'S QUALIFICATIONS

Prequalification of Bidders: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.01 – Prequalification of Bidders.

1.03 NON-RESIDENT BIDDER

Consideration of Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.01 – Consideration of Proposal.

1.04 CONDITIONS OF WORK

Each Bidder must fully inform themselves of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder or Contractor.

1.05 EXAMINATION OF PROPOSAL AND SITE

Examination of proposal and Site: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.05 – Examination of Plans, Specifications, Special Provisions, Notice to Bidders and Site Work.

There will be no Pre-Bid Meeting, but failure to visit the site prior to submitting a bid will in no way relieve the successful Bidder from furnishing materials or performing work required to complete Work in accordance with Drawings and Project Manual (Proposal).

Schedule a Site Visit: contact Mr. Randall Copeland – District 5 Maintenance Engineer, Tel. Office: 601-683-1764, Cell: 601-683-7030, no later than 5-22-2024.

LAWS AND REGULATIONS

Laws and Regulations: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 107 – Legal Relations and Responsibility to Public, Subsection 107.01 – Laws to be Observed.

1.06 BID DOCUMENT

The amount for Bid Document (Proposal) is indicated in the advertisement for Bids. Selected plan rooms will be issued one set of documents without charge.

1.07 METHOD OF BIDDING

Lump sum, single bids received on a general contract will include general, mechanical and electrical construction (including Pay Items) and work shown on Drawings or specified in the Project Manual (Proposal).

1.08 PROPOSAL FORMS

Preparation of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.06 – Preparation of Proposal.

1.09 TIME OF COMPLETION

The Bidder shall agree to commence work on a date specified in a written *NOTICE TO PROCEED* and fully complete the Project within the Contract Time indicated on the Proposal.

1.10 SUBSTITUTIONS

No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01 25 00 entitled Substitution Procedures which covers procedures after the award of Contract.

1.11 ADDENDA

Addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract.

If the Proposal, Section 905, does not contain acknowledgement of receipt and addition to the Proposal and Contract Documents of all addenda issued prior to opening of bids will be considered irregular and may be rejected.

1.12 BIDDER IDENTIFICATION

Signature: The Proposal Form shall be signed, by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

Name of Business: The name appearing on the Proposal Form should be complete spelling of bidder's name and address – exact as recorded at the Secretary of State <https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/portal.aspx?#clear=1> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/>

Legal Address: The address appearing on the Proposal Form should be the same address exact as recorded at the Secretary of State <https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/portal.aspx?#clear=1> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msdoc.us/>

Certificate of Responsibility Number(s): The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

1.13 BID SECURITY

Proposal Guaranty: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.08 – Proposal Guaranty with the exception that the first and second paragraphs in Subsection 102.08 on page 20 should be deleted and substitute:

1. No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.
2. If a bid bond is offered as guaranty, the bond must be made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2, applicable.

1.14 POWER OF ATTORNEY

Power of Attorney: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.05 – Requirement of Contract Bond.

1.15 SUBMITTAL

Delivery of Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Article 102.09 – Delivery of Proposal.

1.16 MODIFICATION TO BID

A Bidder may NOT MODIFY the bid prior to the scheduled closing time indicated in the Advertisement for Bids:

1. Notification on Envelope: A modification may NOT be written on the outside of the sealed envelope containing the bid.

2. Facsimile: A facsimile (fax) will NOT be acceptable.

1.17 OPENING OF BIDS

Public Opening of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.12 – Public Opening of Proposal.

1.18 IRREGULARITIES

Irregular Proposals: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 102 – Bidding Requirements and Conditions, Subsection 102.07 – Irregular Proposal. Proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Department, or if the form is altered or any part thereof is detached except that is allowed.

2.If there are unauthorized additions, conditions or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

3.If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.

4.If the proposal, Section 905, does not contain acknowledgement of receipt and addition to the proposal and contract documents of all addenda.

5. Failure to execute required affidavits, certificates, etc., and furnish proposal guaranty.

6.The Commission reserves the right, for any reason, to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the Commission to reject any bid or proposal shall not be cause for any liability or damage against the Commission, the Department, or any of its officers or employees.

1.19 PROTEST

Any protest must be delivered in writing to the Owner prior to the Award Date.

1.20 ERRORS

Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.

1.21 AWARD OF CONTRACT

Award of Contract: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.02 – Award of Contract.

Consideration of Proposal: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.01 – Consideration of Proposal.

1.22 FAILURE TO ENTER INTO A CONTRACT

Failure to Execute Contract: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.08 – Failure to Execute Contract.

1.23 SECURITY FOR FAITHFUL PERFORMANCE

Requirements of Contract Bonds: Refer to Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition Section 103 – Award and Execution of Contract, Subsection 103.05 – Requirement of Contract Bond.

1.24 BIDDER'S CHECKLIST

Proposal Form:

1. Base Bid:
 Fill-in the amount of the base bid in numbers..
2. Alternates:
 Fill-in each alternates amount in numbers.
3. Certification Form (State Non-Collusion Certificate)
 Certification (regarding Non-Collusion, Debarment and Suspension, etc). Form has been executed.
4. Acceptance:
 Proposal is signed by authorized person.
 Name of Business. - complete spelling of bidder's name and address – exact as recorded at the Secretary of State <https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/portal.aspx?clear=1> which should be the same as you applied for at the Mississippi Board of Contractors <http://www.msbec.us/>
 Legal address of the business listed above (at SOS and Contractor's Board).
 Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster.
5. Certificate of Responsibility Number(s):
 Base Bid is under \$50,000 and no number is required.
 Base Bid is under \$50,000 and the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope.
 Base Bid is equal to or over \$50,000 and number is required.
 Joint Venture and *joint venture* number is required.
Or
 Joint Venture participants' numbers are required.

Bid Security

1. Bid Bond:
 Included Bid Bond payable to the STATE OF MISSISSIPPI with Project number identified thereon,
Or
 Included Certified Check payable to the STATE OF MISSISSIPPI with Project number identified thereon.

2. Power of Attorney:
() Included Power of Attorney.

Non-Resident Bidder

1. Preference Law:
() Attached a Copy of Non-Resident Bidder's Preference Law.
Or
() Attached a Statement.

Subcontractors' Name

1. Subcontractor:
() List Mechanical, Plumbing, and/or Electrical Subcontractor regardless of cost.
* List name even for under \$50,000.
* Fire Protection Sprinkler Contractors do not have to be listed.
* If Mechanical, Plumbing, and/or Electrical Subcontractor is performed by the General Contractor, be sure the General has COR for said discipline.

Subcontractors' COR Number

1. Certificate of Responsibility
() Certificate of responsibility Number for all listed Sub-Contractors over \$50,000.
* If under \$50,000 – so notate on the COR line “under \$50,000” (or can still show COR Number)

1.25 BIDDER'S CONTACT LIST

Proposal and Contract Documents: If the Bidder has any questions pertaining to the following specific areas of the Documents, please direct them to the following individuals:

1. Additional Proposals: Kerry Harris – Contract Administration (601) 359-7700
2. Bid Forms: Neal Dougherty – Contract Admin. Director (601) 359-7730
3. Specifications: Bradley Swain – Assist. Construction Engr. (601) 359-7301
4. Drawings: Bradley Swain – Assist. Construction Engr. (601) 359-7301
5. Bidder's List & Specimen Proposals are available online at:
<http://www.gomdot.com/Applications/BidSystem/Home.aspx>

END OF DOCUMENT

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

WORK COVERED BY CONTRACT DOCUMENTS

Work covered by the Contract Documents shall be provided by one (1) General Contractor as one (1) Contract to improve the Mississippi Department of Transportation Welcome Center Buildings located in Lauderdale County. The building will be **vacated and the site closed to the public** during the construction period.

Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.

Contractor's Duties:

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, equipment.
 - b. Tools, construction equipment, and machinery.
 - c. Other facilities and services necessary for proper execution and completion of the Work.
2. Utilities: Coordinate with local utility companies for installation and pay for all costs incurred thereby.
3. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
4. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
 - a. Permits.
 - b. Government Fees.
 - c. Licenses.
5. Give required notices
6. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
7. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
8. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
9. Schedule of Values: Submit 8 copies to the MDOT Architectural Services Unit a Schedule of Values as described in Section 01 29 00 – Payment Procedures of these Specifications. This submittal will be recorded as submittal number one for this Project. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form. Other copies will be kept by Architectural Services Unit and distributed to Project Engineer, MDOT Consultants, and Contractor.
10. Sub-Contractor List: Submit 8 copies of a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. The list shall include the Firm's name, COR, contact person, street address, e-mail address, telephone and fax

numbers. Submit original to Contract Administration Division and one copy to the Project Engineer and to the MDOT Architect CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.

11. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 01 31 00– Project Management & Coordination.

CONTRACTOR'S USE OF PREMISES

Confine operations at the site to areas permitted by:

12. Law
13. Ordinances
14. Permits
15. Contract Documents
16. Owner

Do not unreasonably encumber site with materials or equipment.

Do not load structure with weight that will endanger structure.

Assume full responsibility for protection and safekeeping of products stored on premises.

Move stored products which interfere with operations of MDOT or other Contractors.

Obtain and pay for use of additional storage of work areas needed for operations.

Limit use of site for work and storage to the area indicated on the Drawings.

Submit an updated copy of Contractor's construction schedule (01 32 00) showing the sequence, commencement and completion dates, and move-out and move-in dates of Owner's personnel for all phases of the Work.

OWNER FURNISHED PRODUCTS

Products that will be furnished and paid for by Owner (refer to attached list for quantities and description) are as follows:

17. Electric drinking fountains
18. New Chandeliers to replace existing
19. Petway Stations
20. Literature Racks

Owner's Responsibilities:

21. Arrange for and deliver necessary shop drawings, product data and Samples to Contractor.
22. Arrange and pay for product delivery to site, in accordance with Progress Schedule.

23. Deliver supplier's bill of materials to Contractor.
24. Inspect deliveries jointly with Contractor.
25. Submit claims for transportation damage.
26. Arrange for replacement of damaged, defective, and missing items.
27. Arrange for manufacturers' warranties, service, and inspections, as required.

Contractor's Responsibilities:

28. Review shop drawings, product data and Samples. Submit to Architect with notification of any discrepancies or problems anticipated in use of product.
29. Receive and unload products at site.
30. Promptly inspect products jointly with Owner; record shortages, damage, and defective items.
31. Handle products at site, including uncrating and storage.
32. Protect products from exposure to elements and from damage.
33. Assemble, install, connect, adjust, and finish products, as stipulated in respective specification section.
34. Repair or replace any items damaged by Contractor.

ACCESS TO SITE

General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

COORDINATION WITH OCCUPANTS

Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

35. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
36. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
37. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
38. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

WORK RESTRICTIONS

Work Restrictions, General: Comply with restrictions on construction operations.

39. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

40. Notify Project Engineer not less than two days in advance of proposed utility interruptions.
41. Obtain Project Engineer's written permission before proceeding with utility interruptions.

Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

42. Notify Project Engineer not less than two days in advance of proposed disruptive operations.
43. Obtain Project Engineer's written permission before proceeding with disruptive operations.

Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

SPECIFICATION AND DRAWING CONVENTIONS

Specification Format: The Specifications are organized into Groups, Subgroups, Divisions and Sections using CSI/CSC's "MasterFormat" 2004 Edition numbering system.

Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

44. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
45. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
46. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

Division 00 Contracting Requirements: General provisions of the Contract, including General Conditions (Modified), apply to all Sections of the Specifications.

Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

47. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
48. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
49. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION