## 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): 1/22/2025 ADDENDUM NO. **DATED** ADDENDUM NO. DATED ADDENDUM NO **DATED** ADDENDUM NO. DATED ADDENDUM NO **DATED** ADDENDUM NO. **DATED** Number Description TOTAL ADDENDA: (Must agree with total addenda issued prior to opening of bids) Revised Table of Contents; Added Notice to Bidder No. 6195; Revised Notice to Bidder No. 6570; Revised Wage Rates; Respectfully Submitted, Section 903 Replaces Same; Amendment EBSx Download Required. DATE \_ Contractor 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: Address President Secretary Address

Address

The following is my (our) itemized proposal. SP-0037-04(061)/ 107633301000 Rankin County(ies)

Treasurer

Revised 01/26/2016

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION TABLE OF CONTENTS

## PROJECT: SP-0037-04(061)/107633301 - Rankin

Section 901 - Advertisement

Section 904 - Notice t	to Bidders
#1	Governing Specification, w/ Supplement
#3	Final Cleanup
#13	Safety Edge
#296	Reduced Speed Limit Signs
#445	Mississippi Agent or Qualified Nonresident Agent
#516	Errata and Modifications to the 2017 Standard Specifications
#1225	Early Notice to Proceed
#1226	Material Storage Under Bridges
#1241	Fuel and Material Adjustments
#1963	Guardrail Pads
#2206	MASH Compliant Devices
#2273	Mississippi Special Fuel Tax Law
#2654	Disadvantaged Business Enterprises In Special Funded Projects, w/ Supplement
#2782	DBE Pre-Bid Meeting
#2954	Reflective Sheeting for Signs
#3599	Standard Drawings w/Supplement
#3676	Asphalt Gyratory Compactor Internal Angle Calibration
#4113	Unique Entity ID Requirement For Federal Funded Projects
#4702	App for Traffic Control Report
#5086	Detail of Square Tube Sign Posts
#5551	Federal Bridge Formula
#5750	Manual on Uniform Traffic Control Devices (MUTCD)
#6195	Retroreflectivity Requirements
#6569	Contract Time
#6570	Scope of Work
#6571	Project Number Change
#6572	Temporary Construction Signs
#6573	Underground Utilities
#6574	Lane Closure Restrictions
Section 907 - Special	Provisions
907-101-1	Definitions and Terms
907-102-2	Bidding Requirements and Conditions
907-103-2	Award and Execution of Contract
907-105-2	Control of Work
907-106-2	Control of Materials
907-108-4	Subletting of Contract
907-109-5	Measurement and Payment
907-401-1	Tack Coat
907-618-12	Traffic Control Management
907-626-11	Thermoplastic Markings
907-627-1	Raised Pavement Markings

## PROJECT: SP-0037-04(061)/107633301 - Rankin

907-700-1	Materials and Tests
907-701-3	Hydraulic Cement
907-702-4	Bituminous Materials
907-703-2	Gradation
907-705-1	Stone Riprap
907-707-3	Joint Materials
907-708-4	Concrete Pipe
907-711-2	Plain Steel Wire
907-712-1	Fence and Guardrail
907-714-3	Miscellaneous Materials
907-718-1	Timber and Dimension Lumber
907-720-3	Pavement Marking Materials
907-721-4	Materials for Signing

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

OCR-485

Progress Schedule

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)
01/22/2025 01:43 PM

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 904 - NOTICE TO BIDDERS NO. 6195 CODE: (SP)

**DATE:** 8/22/2024

**SUBJECT:** Retroreflectivity Requirements

The Bidder's attention is called to Subsection 907-626.03.3 – Reflectivity Requirements in Special Provision No. 907-626-11.

The value shown in Table 1, Minimum Dry Retroreflectivity for Yellow, 275 mcd/m $^2$ /lx is hereby revised to 225 mcd/m $^2$ /lx.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (SP)

## SECTION 904 - NOTICE TO BIDDERS NO. 6570

DATE: 1/22/2025

**SUBJECT:** Scope of Work

**PROJECT:** STP-0037-04(061) / 107633301 – Rankin 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".

Work on the project shall consist of overlaying approximately 10 miles of SR 43 in Rankin County from the intersection of SR 481/SR43 (BOP Sta. 0+00) to the Madison County Line (EOP Sta. 529+35).

## **Project-Wide Work**

## **Station 0+00 (BOP) to Station 292+14**

Trench widening will be required from BOP station 0+00 to the end of the 4 lane section at station 292+14, to widen existing 12-foot lanes to 14 feet. Widening shall consist of excavating 5" in depth at the edge of pavement by 2' wide. Two (2) lifts @ 2½" of 19-mm, MT, Trench Widening asphalt shall be placed. Trench widening shall be paid under pay item 403-C002 19-mm, MT, Asphalt Pavement, Trench Widening.

## Station 0+00 (BOP) to Station 344+38 (End of 4-Lane)

The Contractor shall mill 2" minimum depth, and variable, in locations where ruts/dips/humps exist, where surface has previously been patched, or is severely alligator cracked, but not deemed to be a full depth failure. An overlay of 2" and variable of 12.5-mm, MT asphalt shall be placed.

## **Station 344+38 to Station 529+35**

The Contractor shall mill 2" and overlay with an average of 2" of 12.5-mm, MT asphalt, correcting locations where the slope is 1½% to 2% by placing 2½" at centerline and 2" at the edge of pavement, extending new pavement to the face of guardrail.

**GENERAL NOTES:** These general notes are applicable to all sites.

## **Milling**

Milling/paving will not begin until an **approved** asphalt mix design has been received, nor until such time that, in the opinion of the Engineer, weather conditions have been consistently suitable enough to allow placement of the asphalt pavement after the milling operations.

The reclaimed asphalt pavement (RAP) material removed by the milling operation shall become the property of the Contractor.

Fine milling shall be performed in accordance with the attached drawings, and on all mainline tieins, driveway pads, county roads, etc. Publicly maintained roads and streets shall be milled sufficiently, including around concrete gutters, to tie in overlay at the existing right-of-way. Intersecting roads shall be milled 1½" to End of State Maintenance, then replace with 2" of 12.5-mm, MT, asphalt transitioning into mainline overlay. Asphalt at concrete gutters at curbs and islands shall be milled sufficient to tie in and as directed by the Engineer. Payment for milling and asphalt will be under pay items 406-D001 Fine Milling of Bituminous Pavement, All Depths and 403-A002 12.5-mm, MT, Asphalt Pavement. A milling/paving transition is required to tie local roads to mainline overlay section.

Milling operations shall be performed in accordance with the Contract documents and the Standard Specifications. Variable width and length transitions may be required for ties at ramps, local roads, project limits.

Milling of driveway pads shall be conducted in a manner to prevent gouging or otherwise affecting the roadway pavement structure and slope. Milling of driveway pads shall not be performed in simultaneous path with main line milling.

Traffic will be allowed to travel on the mainline milled surface for five (5) days, and the Contractor will be assessed a penalty of \$5,000.00 per calendar day afterwards until the mainline milled surface is covered with the next lift of asphalt. This period is applicable to mainline through lanes, mainline turn lanes, and mainline auxiliary lanes. Additionally, traffic will be allowed to run on all milled surfaces other than the mainline for 30 days unless otherwise stated, and the Contractor will be assessed a penalty of \$1,000.00 per calendar day afterwards until the non-mainline milled surface is covered with the next lift of asphalt. The additional allowance for the non-mainline milled surface is for the Contractor's convenience, and thus, the Contractor is responsible for any pavement failures or damage sustained during this period.

## **Paving**

Per Subsection 401.02.3.2, the asphalt mix design shall be submitted to the Engineer at least 10 working days <u>prior</u> to its proposed use.

Prior to mainline milling and paving operations, failed areas in the existing pavement shall be removed and backfilled with 12.5-mm, MT, Leveling asphalt as per the attached typical sections and details. Asphalt shall be placed in multiple lifts with a maximum lift thickness of 3". Any granular/chemically treated/stone/etc. base or subgrade material deemed unsuitable by the Engineer shall be removed as directed and backfilled with 12.5-mm, MT, Leveling asphalt. Payment for the excavation of the granular base and subgrade will be made using the 203-G: Excess Excavation pay item. A list of the failed areas is shown in the attached tables. Pavement repairs shall be completed as a continuous operation in order to minimize traffic impacts. Lane closures shall remain in place until the failed area has been completely repaired. Lane closures may not be left unattended.

Prior to mainline paving operations and subsequent to the repair of failed areas, spot milling shall be performed in the areas listed in the attached tables and at other areas as directed by the Engineer. Spot milling and leveling will be variable depth at each location and will be determined in the field by the engineer.

The surface lift for failed area repair or concrete punchout repair shall have a maximum deviation of 3/8" as determined by a 10 foot straight edge. Any location that deviates more than this tolerance, as determined by the Engineer, shall be corrected at no additional cost to the State.

Privately owned entrances shall be paved to the shoulder line as per the included typical drawing. Pads shall be shaped horizontally and vertically to prevent excessive drop-offs. All residential pads exceeding a 2" drop off from the edge of pavement to the pad shall be corrected before the end of the day using paper joints to minimize damage to vehicles.

If traditional excavation methods are used, the removal area shall first be saw cut full depth including concrete, where applicable, to create a neat line and prevent damage to the adjacent pavement structure. Payment for saw cuts will be made using the appropriate items. If milling techniques are used, the area will not require saw cuts but care should be exercised to create a neat removal line and to prevent damaged to the adjacent pavement structure. If saw cuts are used in conjunction with milling, payment will be made using the appropriate pay items. Payment will not be made for saw cuts that are not performed.

## **Granular Shoulder Material**

Where applicable, the existing shoulders shall be raised to match the new pavement elevation by placing variable depth granular material. The shoulders shall be graded and pulled up on a daily basis to eliminate drop-offs in excess of 2½". Placement of the granular material on the finished asphalt course shall not be permitted. The existing shoulder shall be scarified to allow incorporation of the new shoulder material. The material shall be bladed, rolled, and compacted to a finished slope of four percent (4%) in normal crown sections. Placement of this material shall be performed to provide a uniform and compacted shoulder with a minimum depth and width of material placed. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%) in normal crown sections. The cost of blading will be an absorbed item and is to be included in the price of other items bid. Crushed concrete will not be allowed.

Any material excavated from the existing shoulder during pavement widening operations or as a result of shoulder blading shall be used on the existing shoulder to match the new pavement elevation and any surplus material shall be spread along the edge of the shoulders, fore slopes, or other adjacent areas as directed by the Engineer and will be an absorbed item. Material which cannot be suitably placed in adjacent areas and deemed to be excess excavation by the Engineer shall be removed from the project site. Payment for removal of excess material will be made using pay item 203-G: Excess Excavation.

Granular material (crushed stone) shall be provided around driveway pads as directed to prevent shoulder drop-offs and shall be placed in a timely manner. Drop-offs exceeding 2½" shall be corrected within two (2) calendar days of the placement of the pad.

## **Temporary and Permanent Pavement Markings**

Temporary traffic stripe will be required immediately after the milling and/or required overlay and prior to opening area to traffic. Temporary stripe shall be placed in the same location and configuration as the permanent stripe except that it may be offset as required for milling and paving operations. If temporary stripe is offset, the Contractor shall conduct operations in a manner to ensure the final temporary stripe is placed at the required location of the permanent stripe. If removal of temporary offset stripe is required in order to achieve the correct location and alignment of permanent stripe; the cost of removal will be absorbed in other items bid. Placing double temporary centerline will not be allowed.

Temporary striping shall conform to finished stripe specifications for alignment, neatness, and straightness.

The use of short strips of traffic tape will not be allowed unless approved by the Engineer.

All permanent striping will be double drop thermoplastic, 90-mil thickness unless otherwise specified in Subsection 907-626.03.2. Edge lines will be placed to accommodate the lane widths shown on the attached applicable typical sections unless prevented by field conditions.

Rumble strip shall be placed throughout the project limits in accordance with the attached details and Standard Drawings.

Existing raised pavement markers shall be removed prior to beginning the overlay operation. No measurement will be made for separate payment; the cost shall be included in the price for other items bid.

Permanent raised pavement markers shall be installed on mainline and local public roads after completion of all paving operations. Edge line RPM's shall be installed as per Special Design Drawing RPM-1. If the usable space outside of the traffic stripe is insufficient to install the RPM's as per Special Design Drawing RPM-1, the Contractor shall be allowed to install the outside edge of the RPM flush with the inside edge of the traffic stripe.

Payment for edge stripe on local roads shall be made under pay item 907-626-G006: Thermoplastic Double Drop Detail Stripe, White when the length of said stripe is less than 150 feet when measured from the end of the radius. If the measured length is greater than 150 feet, then payment shall be made under pay item 907-626-C012: 6" Thermoplastic Double Drop Edge Stripe, Continuous White.

Payment for centerline stripe on local roads shall be made under pay item 907-626-G007: Thermoplastic Double Drop Detail Stripe, Yellow when the length of said stripe is less than 150 feet when measured from the stop bar. If the measured length is greater than 150 feet, then payment shall be made under pay item 907-626-E003: 6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow.

Centerline Stripe shall be omitted on local roads whose width is less than 20 feet.

The face of all existing undisturbed curbs shall be painted with at least two coats of white traffic paint with glass beads being required in the top coat. The cost associated with the painting of new or existing curb is to be included in other items bid.

The face of all existing, painted, concrete islands shall be painted with at least two coats of white traffic paint with glass beads being required in the top coat. The cost associated with the painting of new or existing curb is to be included in other items bid.

## Guardrail

Guardrails shall be replaced at the locations shown on the attached table. Removal of guardrail shall consist of removal of bridge end section, w-beam/thrie beam, terminal end section, posts, and all other appurtenances. All guardrail removed is to be replaced the same day and prior to reopening the adjacent lane of traffic. Voids created by the removal of posts, concrete anchors, footings, etc. shall be backfilled and compacted in accordance with Section 203 of the Standard Specifications.

The installed guardrail shall meet all requirements in order to be MASH compliant.

Guardrail lengths are based on terminal end length of 37.5'. If terminal of length other than this is used, an adjustment in w-beam length is required.

Delineators will be required on all guardrails within the project. Existing guardrail delineators shall be removed and replaced. The cost of removal shall be included in the price of items bid.

All dimensions and spacings for bridge rail connectors shall be verified in the field by the Contractor prior to fabrication.

## **Permanent Signs**

Permanent signs as listed on the attached tables are to be replaced. Unless otherwise listed in the attached tables, existing posts, anchors, angles/bars, and other components are to be reused. The Contractor shall use new bolts, screws, washers, nuts, etc. of the required sizes in the installation of signs. If required as part of the sign replacement activities, all post and I-beam lengths in these plans are estimated. Post lengths for all signs shall be verified in the field by the Contractor prior to fabrication. Installation dates shall be clearly written in bold black markings on the back bottom half off all signs with a permanent marking stick that is waterproof, fade resistant, and marks on wet or dry surfaces. If existing sign posts or footings are to be replaced, the existing posts and footings shall be removed and the area backfilled and compacted in accordance with Section 203 of the Standard Specifications. Removal of sign, post, and footing and backfilling will be paid using the removal of sign pay item.

Object markers at bridge approaches and other locations shall be replaced as shown in the attached table. Removal of object markers shall be absorbed in the cost of other items bid

## **Traffic Control**

The Contractor shall erect and maintain construction signing and provide all signs and traffic control devices necessary to safely maintain traffic around and through the work areas in accordance with the Traffic Control Plan and the MUTCD. The cost shall be included in the price bid for pay item 907-618-A: Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except those designated in the plans to be black legend and border on white background.

Standard roadside construction signs, barricades, etc. shall be placed in accordance with the attached tables, drawings, and as directed by the Engineer. W20-1 signs shall be placed on all public road approaches as shown or as directed. Payment for standard roadside construction signs, barricades, etc. will be made using the appropriate pay items.

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

Temporary asphalt joints (aka paper joints) shall be employed at all locations requiring traffic to traverse an uneven, transverse, pavement joint. Paper joints shall be a minimum of nine feet (9') in length and for the full width of the milled/paved surface. Paper joints shall be adequately maintained.

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

Temporary portable rumble strips, as described in Special Provision No. 907-619, shall be used in advance of each lane closure. Direct payment will <u>not</u> be made for this item and shall be considered absorbed under pay item 907-618-A001: Maintenance of Traffic.

## **Miscellaneous Notes**

It shall be the responsibility of the Contractor to protect existing structures such as pipes, inlets, aprons, bridges, etc. from damage which might occur during construction. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged by the Contractor during the life of the contract. No payment will be made for replacement or repair of damaged items.

Any signs that are in conflict with construction of this project shall be removed and relocated by the Contractor as directed by the Engineer, the cost of which is to be absorbed in other items bid. Removal of existing raised pavement markers shall be included in the prices for other items bid.

Incidental work such as removing vegetation, shaping and compacting shoulders, removing and resetting signs and/or mailboxes, removing excess asphalt material, project clean-up, and other

items of incidental work necessary to complete the project will not be measured for separate payment and will be considered included in the prices of items bid.

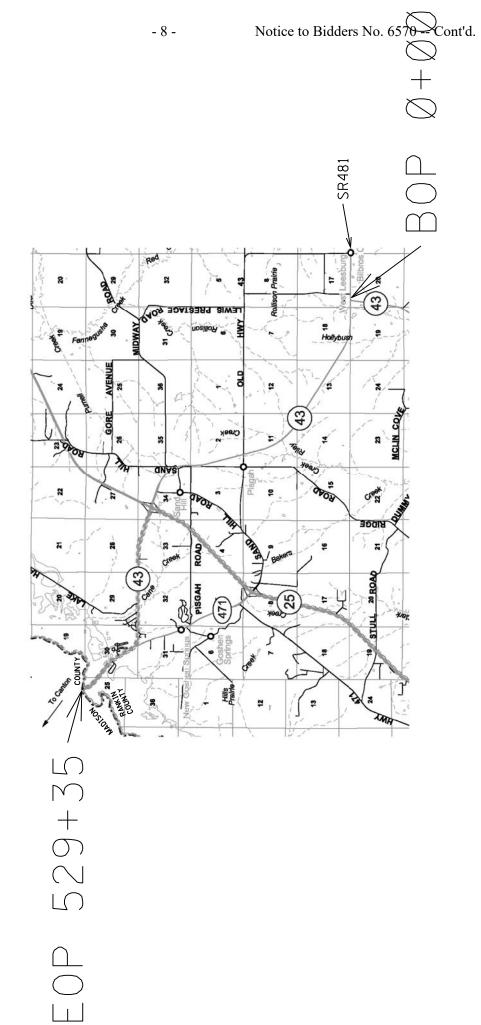
Prior to the final inspection, bridges, islands, and areas with curb shall be swept/cleaned. Care should be taken to prevent milled asphalt, asphalt debris, vegetative/granular debris, etc. from entering drainage structures or clogging other drainage ways. Disposal of material will not be measured for separate payments.

The 48" RCP cross drain in front of Pisgah High School at approximately station 272+80 shall be removed and replaced. Details of the work required are included in the remove and replace pipe table. The cross drain repair at Station 272+80 will involve removal and replacement of the existing pipe which shall be completed as a continuous operation in order to minimize traffic impacts and will require special traffic control according to the current edition of the Manual on Uniform Traffic Control Devices. Lane closures shall remain in place until the failed area has been completely repaired. Lane closures shall not be left unattended. The Contractor will be allowed to place the crushed stone to the top of the roadway temporarily until asphalt can be placed. If the Contractor elects to place the crushed stone to the top of the roadway, the crushed stone shall be adequately maintained as directed by the Engineer in order to provide a safe riding surface for the traveling public. Any crushed stone needed in order to accomplish this shall not be paid for directly and shall be absorbed under other items bid. Once the asphalt operations are ready to commence, the crushed stone shall be removed to a depth of 6" below the roadway surface and 6" (3 lifts at 2" apiece) of 12.5-mm, MT, Leveling asphalt shall be placed. The removal of the crushed stone shall not be paid for directly and shall be absorbed under other items bid. If the Contractor elects to utilize the removed crushed stone elsewhere on the project, it shall not be paid for directly and shall be absorbed under other items bid. If the Contractor elects to perform this work over a weekend closure, crushed stone shall not be used and the asphalt structure shall be placed. In lieu of lift holes for this pipe, the producer may cast an approved lifting device during the manufacturing process. Should a lifting device be included with the pipe, the Contractor shall cut off or grind down the lifting device flush with the pipe surface after placement of the pipe. The area around the lifting device shall be coated with a sealer approved by the Engineer. Work related to the lifting device will be considered incidental and absorbed in other items bid.

Pipe repairs and paved ditch repairs are required at the locations included in the tables provided.

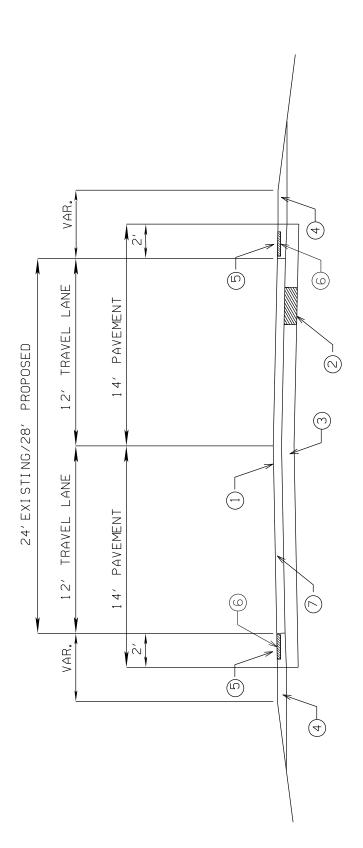
The Madison County/Pearl River sign at the EOP shall be straightened up to be perpendicular to the roadway. The cost for all work involved shall be included in other items bid.

SR43 OVERI FROM SR481 TO MA



## HWY 43 OVERLAY RANKIN COUNTY TYPICAL SECTION 107633/301000

0+00 TO STA 292+14  $\forall \vdash S$ 



① Mill 2" & Variable in locations where ruts/dips/humps exist then Overlay 2" Asphalt Pavement 12.5mm,MT

(2) Failed areas to be removed and back filled with asphalt pavement 12.5mm Mix,MT leveling as directed.

(3) Existing Pavement Structure (6-18" & VARIABLE ASPHLAT PAVEMENT OVER 6-8" OF LIME TREATED OR UNTREATED GRANDULAR MATERIAL) OF (4) 2' & VAR. Crushed Stone as Required properties of the pr

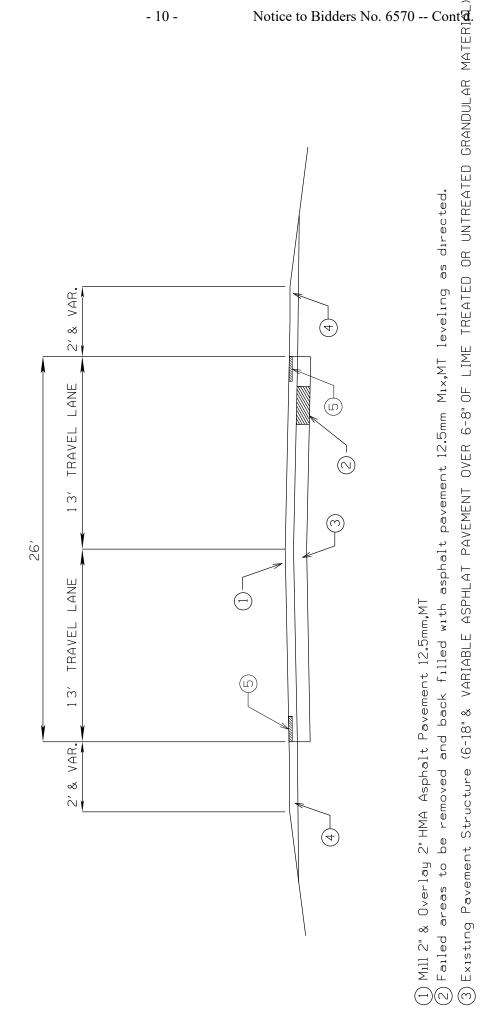
(5) 2' Trench Widening pavement structure

(6) Rumble Stripe Required

(7) Variable Depth Spot Milling required at locations in table provided.

## RANKIN COUNTY HWY 43 OVERLAY

S  $\propto$ STA 292+14 TO STA 344+38 NB

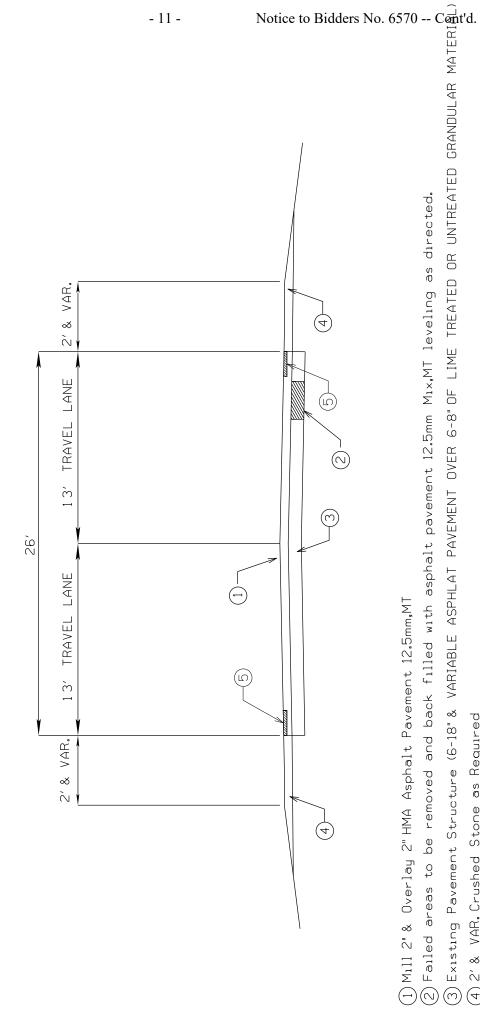


<sup>2&#</sup>x27; & VAR. Crushed Stone as Required 4

<sup>5</sup> Rumble Stripe Required

## HWY 43 OVERLAY TYPICAL SECTION RANKIN COUNTY 107633/301000

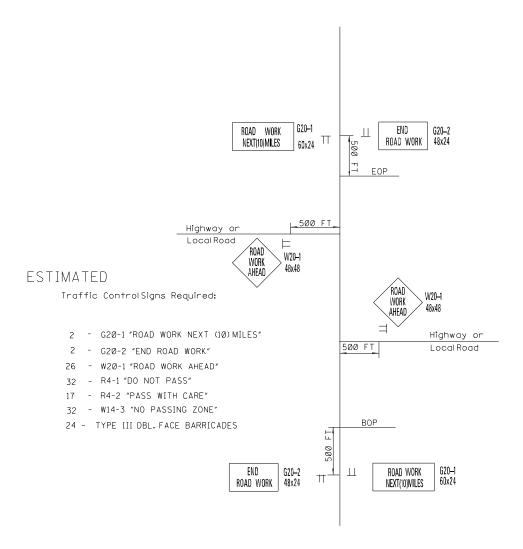
344+38 TO STA 529+35  $\forall \subseteq$ 



## 5 Rumble Stripe Required

<sup>(4)</sup> 2' & VAR. Crushed Stone as Required

## CONSTRUCTION SIGNING DETAIL SR 43 RANKIN COUNTY 107633/301000



NOTES: One (1) W20-1 "ROAD WORK AHEAD" Sign is Required at each LocalRoad, Street or Highway Entering the Project.

G20-1 and G20-2 signs mounted on Type III Double Faced Barricade.

R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE" AND W14-3 "NO PASSING ZONE" signs are required in accordance with Subsection 618.03.3 and as specified in the MUTCD. If No Passing zones are 1000 ft or more, install additional "DO NOT PASS" signs on maximum spacing of 750 ft.

Payment for these signs will be under the appropriate pay item numbers in the summary of quantities

## PROJECT NO. 107633-301000 COUNTY: Rankin

	STANDARD ROADSIDE SIGNS - 0.080" THICKNESS													
	SIGN	SIZE	AREA		PIPE PO	OSTS (If)		U PO	ST (If)	" x 2-1/2") I	Class "B"			
STATION	NUMBER	(in. x in.)	(sf)	3'	' 3-1/2"	4"	5"	4 lb/ft	2 lb/ft	3.72 lbs/lf	Conc (cy)	REMARKS		
523+65	W8-13	36 x 36	9						15.00					
458+38	M3-3	12 x 24	2						15.00					
458+38	M1-4	24 x 24	4						15.00					
458+00	D9-3a	24 x 24	4											
458+00	M6-3	12 x 9	0.75											
458+00	Drawing	66 x 48	22								3			
458+00	Drawing		0											
343+43	M1-4	24 x 24	4						15.00					
343+43	M3-1	12 x 24	2						15.00					
339+57	R2-1	30 x 24	5						15.00					
295+05	R2-1	30 x 24	5						15.00					
282+00	R2-1	30 x 24	5						15.00					
277+80	S1-1	36 x 36	9						15.00					
255+17	S1-1	36 x 36	9						15.00					
462+06	W1-8	18 x 24	3.00						15.00					
462+06	W1-8	18 x 24	3.00						15.00					
462+06	W1-8	18 x 24	3.00						15.00					
462+06	W1-8	18 x 24	3.00						15.00					
273+27	R1-2	36 x 36	3.900						15.00					
271+90	R1-2	36 x 36	3.900						15.00					
To	tal this shee	et =	100.55	0.00	0.00	0.00	0.00	0.00	240.00		3.00	<del>                                     </del>		

		107633	3/301000 Rank	in County							
		Spot M	illing/ Leveling	Locations							
Location Length Width CY 12.5mm-MT Leveling (Ton) Spot Milling SY											
150+70 - 173+83	2313	12	257	509	800						
234+18 - 244+40	1022	12	114	225	1067						
			Total	734	1867						

## PROJECT NO. 107633-301000 COUNTY: Rankin

	SIGN	SIZE	AREA		PIPE PC	OSTS (If)		Square 1	Tube Post	" x 2-1/2") E	Class "B"	
STATION	NUMBER	(in. x in.)	(sf)	3"	3-1/2"	4"	5"	4 lb/ft	2 lb/ft	3.72 lbs/lf	Conc (cy)	REMARKS
273+27	R5-1	36 x 36	9						15.00			
307+25	R5-1	36 x 36	9						15.00			
444+75	R1-1	36 x 36	6.25						15.00			New
405+25	R1-1	36 x 36	6.25						15.00			New
388+42	R1-1	36 x 36	6.25						15.00			New
376+00	R1+1	36 x 36	6.25						15.00			
306+02	R1-1	36 x 36	6.25						15.00			
427+92	W1-7	24 x 48	8						15.00			
419+50	W1-7	24 x 48	8						15.00			
3+26	W1-7	24 x 48	8						15.00			
330+00	R5-1a	30 x42	8.75						15.00			
309+31	R5-1a	30 x 42	8.75						15.00			
							<del>                                     </del>	<u> </u>	<b></b>	$\longmapsto$		<u> </u>
т.	tal this shee		90.75	0.00	0.00	0.00	0.00	0.00	180.00	++	0.00	

## PROJECT NO. 107633-301000 COUNTY: Rankin

				STANDA	RD ROADS	IDE SIGNS	- 0.125" TH	ICKNESS				
	SIGN	SIZE	AREA		PIPE PC	OSTS (If)		U PO	ST (If)	" x 2-1/2") I	Class "B"	
STATION	NUMBER	(in. x in.)	(sf)	3"	3-1/2"	4"	5"	4 lb/ft	2 lb/ft	3.72 lbs/lf	Conc (cy)	<b>REMARKS</b>
494+96	D1-1	6 x 36	1.5						15.00			
473+04	W1-2L	36 x 36	9						15.00			
448+41	W2-1	36 x 36	9						15.00			
448+41	W1-2R	36 x 36	9						15.00			
349+57	W6-1	48 x 48	16						15.00			
341+91	W6-3	36 x 36	9						15.00			
330+00	W4-2L	48 x 48	16						15.00			
326+88	W9-1L	48 x 48	16						15.00			
309+31	W9-1L	48 x 48	16						15.00			
304+14	W4-2L	48 x 48	16						15.00			
298+36	W6-1	36 x 36	9						15.00			
278+82	W2-1	36 x 36	9						15.00			
277+12	D1-1a	6 x 18	0.75						15.00			
268+69	D1-1	6 x 18	0.75						15.00			
267+24	W2-1	36 x 36	9						15.00			
208+82	D1-1a	6 x 18	0.75						15.00			
199+13	D1-1a	6 x 18	0.75						15.00			
То	tal this shee	et =	147.50	0.00	0.00	0.00	0.00	0.00	255.00		0.00	

## 107633-301000 202-B009 Removal of Failed Areas

12.5mm MT, Leveling Rankin County

	6										
Location	ΔTΣ	+	ΔTΣ	I endth (ft)	(ff) (ft)	(#J) YIPI/W	Saw Ciits (ft)	Removal of	Removal of Estimated Asphalt Req.	Estimated	Tack (Gal.)
FOCATION	5		<u> </u>	בבוואנון (ווי)	מון ווון	מומנון (וונ)	שמי כשנט (זיו)	Asphalt	(TONS)	Excess	I ach (Gal.)
Rt	374+00		377+00	300	2	6	318	300.000	396.900	317.52	33.00
Rt	386+50		388+00	150	2	6	168	150.000	198.450	158.76	16.50
Rt	392+25		393+00	75	2	6	63	75.000	99.225	79.38	8.25
Rt	398+25		404+00	275	2	6	293	275.000	363.825	291.06	30.25
17	158+50		156+50	200	2	6	218	200.000	264.600	211.68	22.00
ΙΊ	168+50		170+00	150	2	6	168	150.000	198.450	158.76	16.50
17	311+00		313+00	200	2	14	228	311.111	411.600	329.28	34.22
ΙΊ	327+00		328+25	125	2	6	143	125.000	165.375	132.30	13.75
ΙΊ	352+00		352+50	20	2	6	89	20.000	66.150	52.92	5.50
ΙΊ	354+00		354+50	20	2	6	89	20.000	66.150	52.92	5.50
					Totals		1765	1854.7222	2230.725	1784.58	185
*Stations ar	re approxim	ma	te and may	*Stations are approximate and may be adjusted to match field conditions	o match field	conditions					

Hwy 43 Rankin County 107633-301000

**Guardrail Quantities** 

REMARKS

	GUARDRAIL	REMOVAL	(LF)	3225	3225							6450	F.
	Type 3	LOW Object Markers	(EA)	2	2	2	2					8	EA.
ATORS		WHITE YELLOW	(EA)									0	EA.
DELINEATORS		WHITE	(EA)	20	20	14	14					168	EA.
NC	SPEC. DESIGN	BR END CONN.	(EA)	1	1							2	EA.
BRIDGE END SECTION	TYPE "C" TYPE "F"		(EA)									0	EA.
BRIDGE	TYPE "C"		(EA)									0	EA.
	TYPE "A"		(EA)	1	1							2	EA.
Cable	Anchor	TYPEI	(EA)									0	EA.
TANGENT	TERMINAL TERMINAL	END SECT.	(EA)									0	EA.
FLARED	TERMINAL	END SECT. END SECT.	(EA)	1	1	2	2					9	EA.
	BEAM	THRIE BEAM	(LF)									0	H.
GUARDRAIL	THRIE BEAM	TRANS. SECT.	(LF)									0	EA.
			(F)	3225	3225	210	210					0289	L.F.
		STATION LOCATION (W-BEAM)	(LT/RT)	LT	RT	LT	RT						
		STATION		497+76	497+76	423+52	423+52					TOTAL =	

\* REMOVAL OF ALL GUARDRAIL (BRIDGE END SECTIONS, W-BEAM, TYPE-I CABLE ANCHORAGE, TERMINAL END SECTIONS, ETC.) WILL BE PAID UNDER PAY ITEM 202-B REMOVAL OF GUARD RAIL.

\* REMOVAL OF GUARDRAIL DELINEATORS ARE CONSIDERED INCIDENTAL TO THE REMOVAL OF GUARDRAIL AND WILL NOT BE MEASURED AS A SEPARATE PAY ITEM.

\* ALL GUARDRAIL (METAL RAIL AND METAL POSTS ONLY), WOODEN POSTS, ALL BLOCKOUTS, CONCRETE ANCHORS, ETC. WILL BE THE PROPERTY OF THE CONTRACTOR.

\* TOTAL GUARDRAIL LENGTH IS BASED ON A TERMINAL END SECTION 37.5' LONG. IF A TERMINAL END SECTION OF A DIFFERENT LENGTH IS USED, THE LENGTH OF THE W-BEAM N

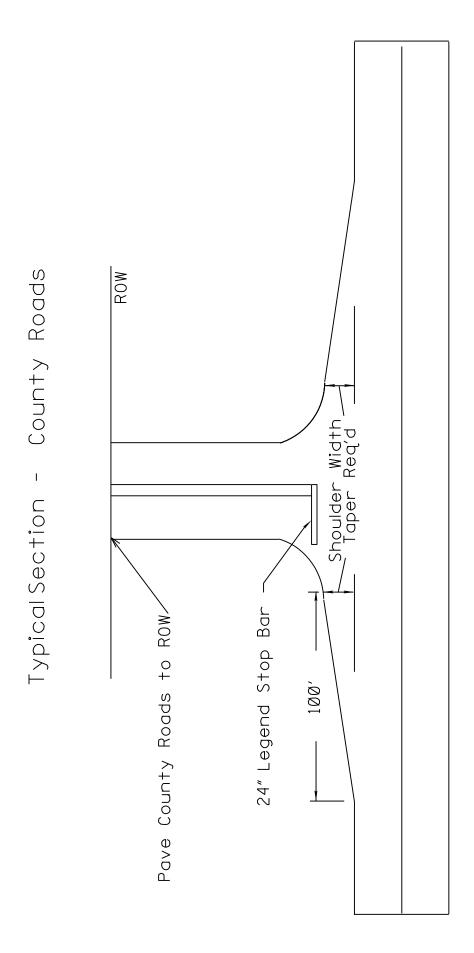
	1076	633/301000 Rankin (	County									
	Paved Ditch Repair											
Location	Location 300 lb Rip Rap Geotextile Fabric Minor Structure Concrete											
17,26	17+86 16 Ton 20 SY 0.114 CY Toewall											

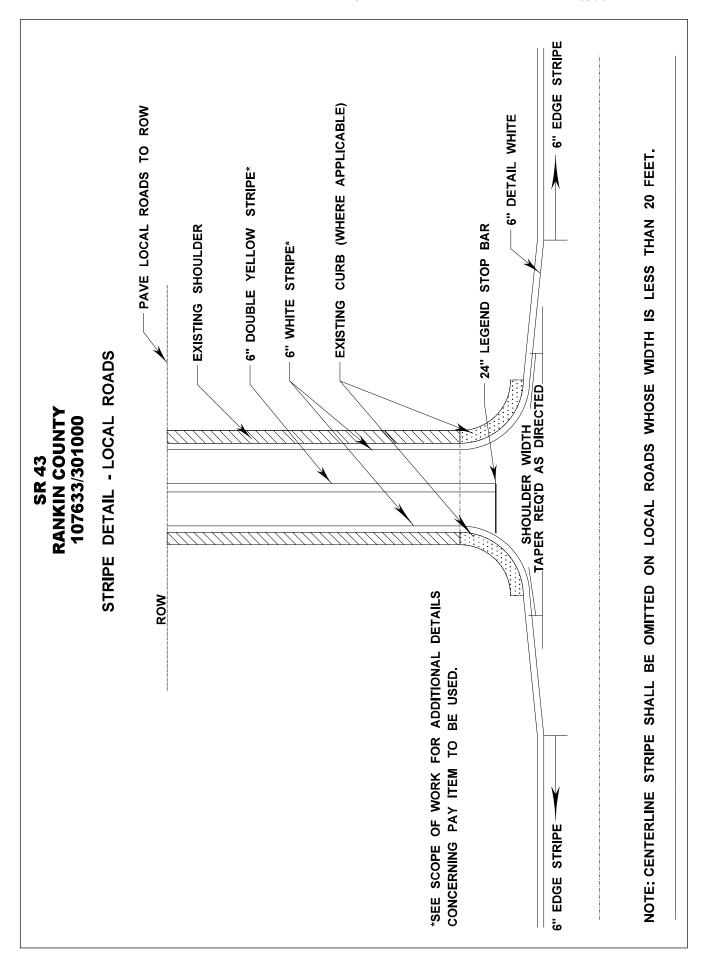
		107	633/301000 Rankin County									
		Rein	forced Concrete Pipe Repair									
Location	Location Pipe Size 300lb RipRap Minor Structure Concrete Geotextile Fabric Borrow Excavation											
16+54 L	18"	16 Ton	0.316 CY Toewall & Collar	20 SY								
253+84 R	48"		0.85 CY Collar									
308+79 Median	36"		0.369 CY Collar (3)		20 CY							

1076	33/301000 Rankin Cou	nty
202-B052 Remov	al of Concrete Drivewa	ays, All Depths
Location	Saw Cut LF	Removal SY
205+97	10 LF	7 SY

				107633/301000 Rankin County													
				Remove a	nd Replace Pi	pe											
Location	Pipe Size	300lb RipRap	Minor Structure Concrete	Geotextile Fabric	Structure Excavation	Removal Of Pipe	Crushed Stone	48" RCP, Class III	48" End Sections	Removal of Asphalt	Saw Cut						
272+80	48"	16 Ton (Headwalls)	0.145 CY Toewall & 1.7 CY Collar (2)	20 SY	155	115 LF	110	104 LF	2 EA	22 SY	48 LF						

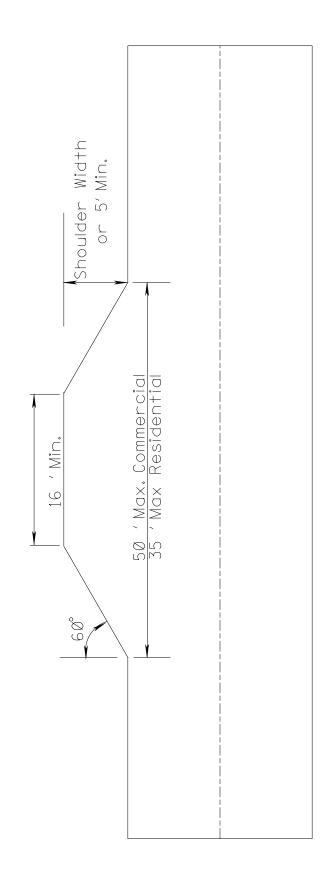
## 107633/301000 RANKIN COUNTY BRIDGE END PAVING DETAIL



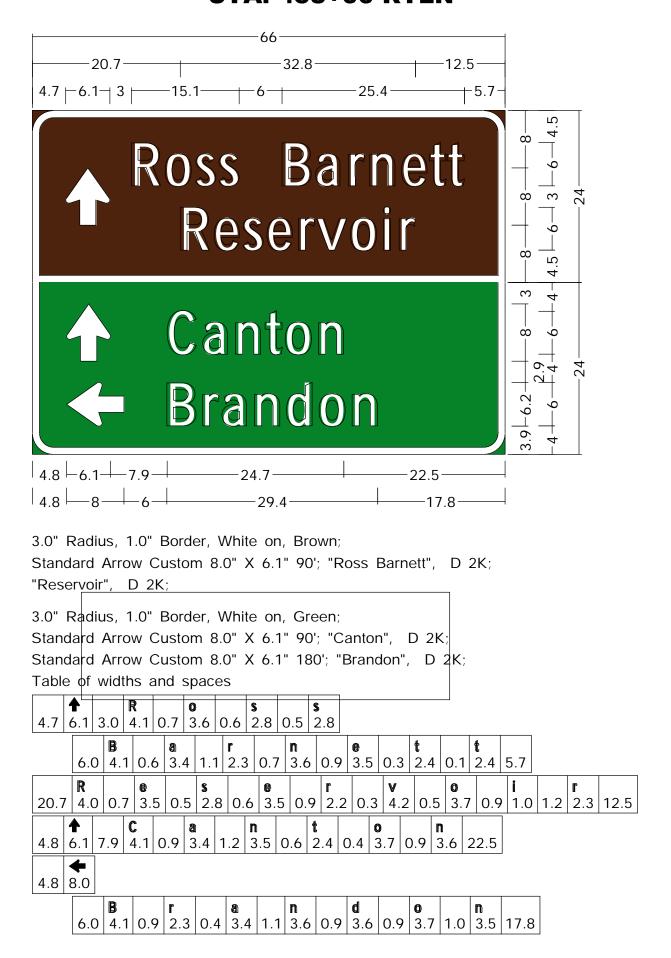


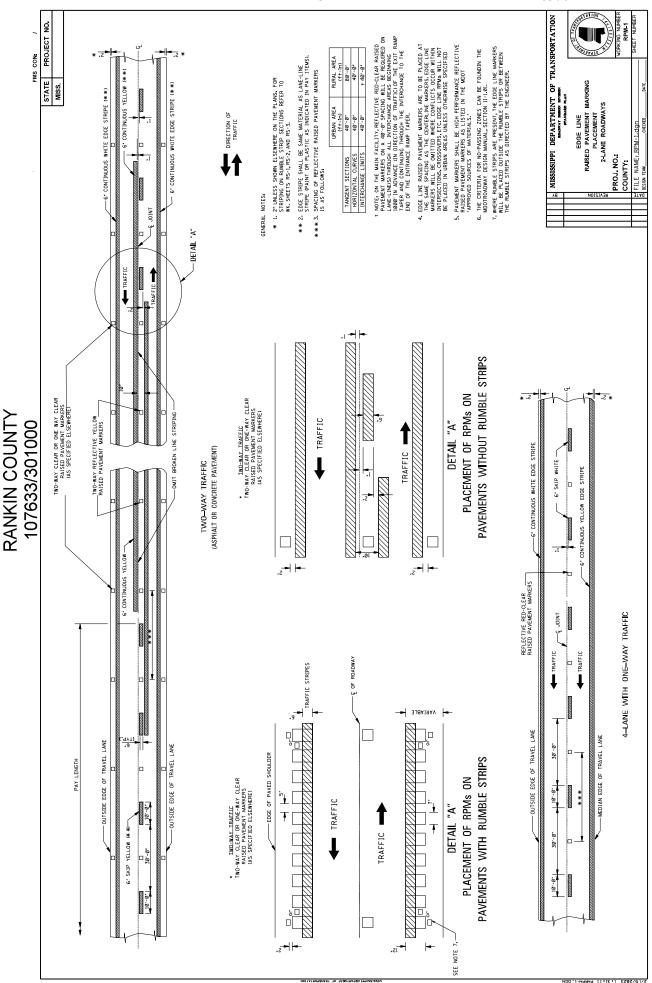
## 107633/301000 SR 43 RANKIN COUNTY DRIVEWAY PAD DETAIL

TYPICAL RAMP/PAD DETAIL

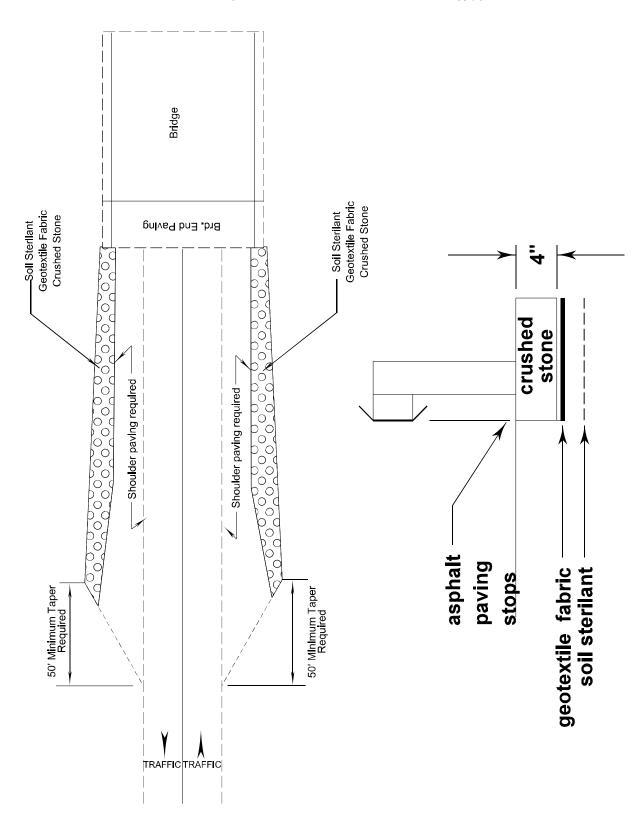


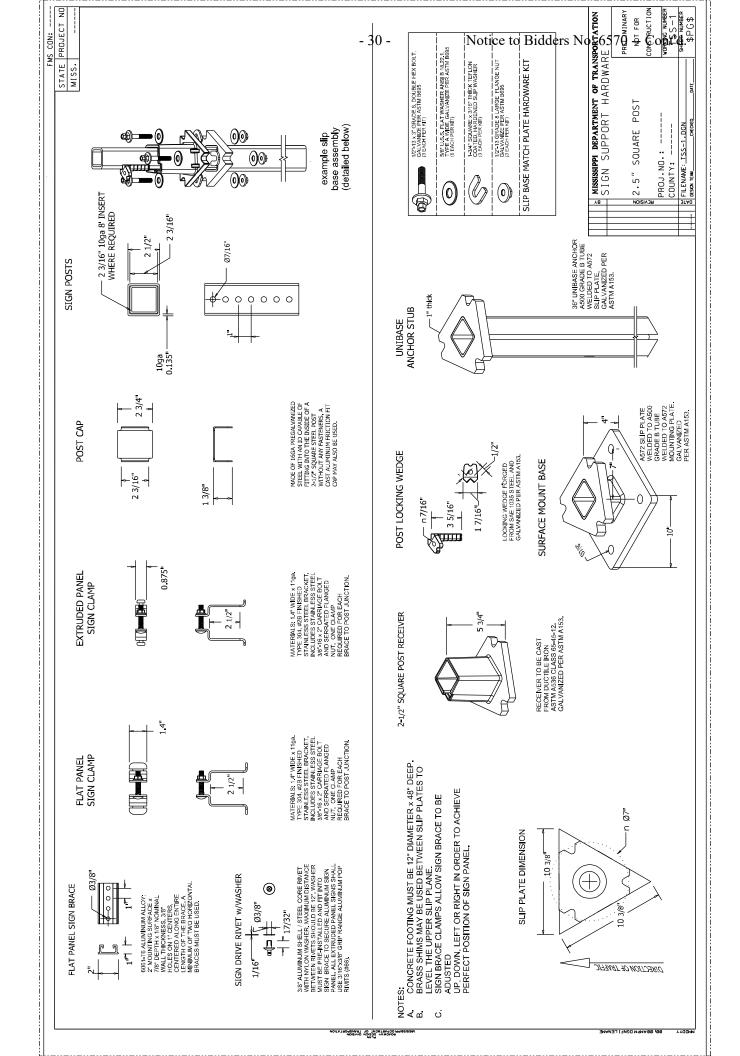
## 107633/301000<sub>Notice to Bidders No. 6570 -- Cont'd.</sub> RANKIN COUNTY STA. 458+00 RTLN

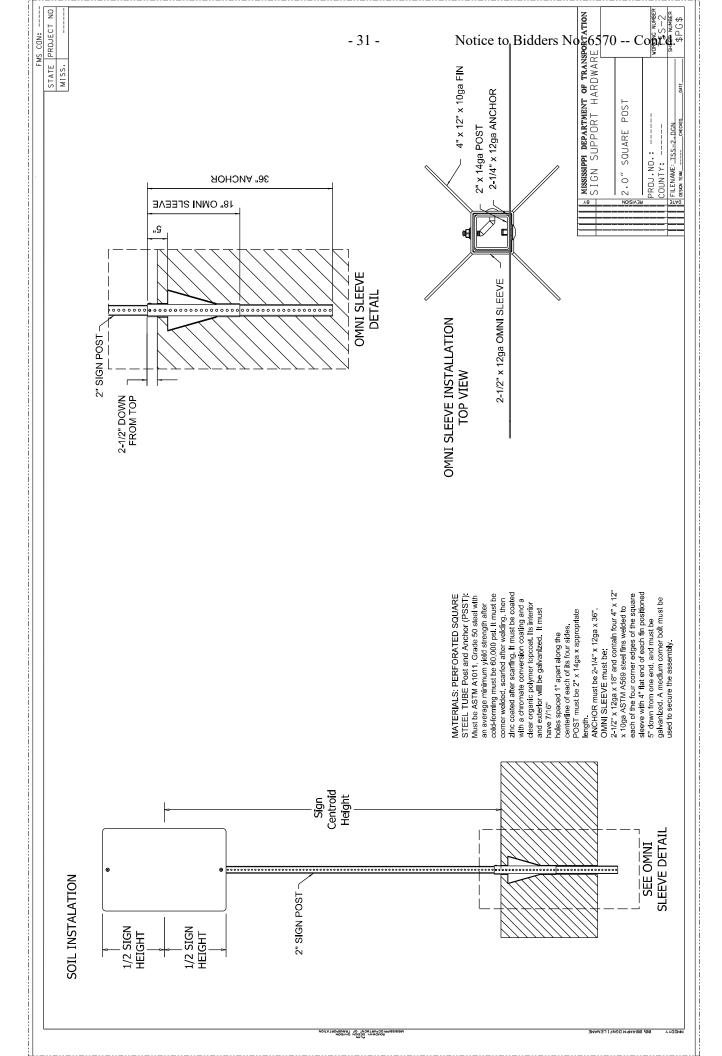


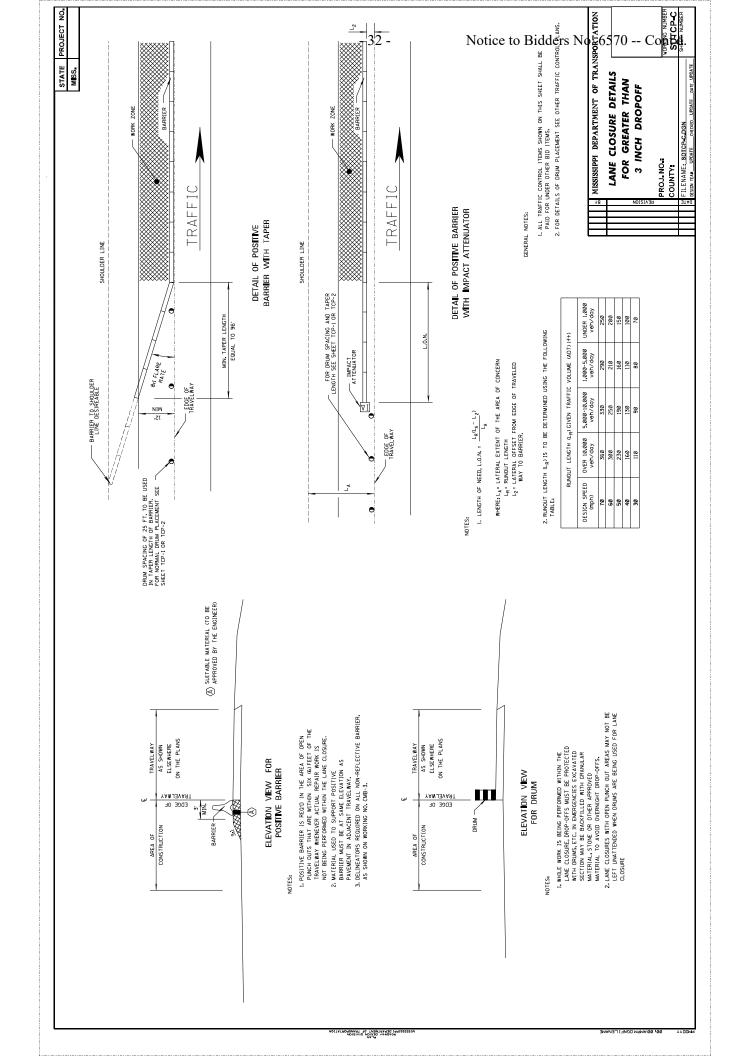


## SR 43 RANKIN COUNTY 107633/301000









"General Decision Number: MS20250140 01/03/2025

Superseded General Decision Number: MS20240140

State: Mississippi

Construction Type: Highway

County: Rankin County in Mississippi.

## HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

ELEC0480-010 01/01/2024

	Rates	Fringes
TRAFFIC SIGNALIZATION Electrician	.\$ 29.35	10.46
SUMS2010-063 08/04/2014		
	Rates	Fringes
CARPENTER (Form Work Only)	.\$ 15.47 **	0.00
CEMENT MASON/CONCRETE FINISHER	.\$ 14.02 **	0.00
ELECTRICIAN	.\$ 24.04	5.87
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	.\$ 12.04 **	0.00
INSTALLER - GUARDRAIL	.\$ 12.07 **	0.00
INSTALLER - SIGN	.\$ 11.92 **	0.00
IRONWORKER, REINFORCING	.\$ 15.47 **	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading; and Grade Checking	¢ 10 65 **	0.00
LABORER: Flagger		0.00
LABORER: Luteman		0.00
LABORER: Mason Tender -		0.00
Cement/Concrete	.\$ 11.27 **	0.00
LABORER: Pipelayer	.\$ 13.44 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	.\$ 11.29 **	0.00
OPERATOR: Asphalt Spreader	.\$ 14.71 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	.\$ 15.36 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	.\$ 11.64 **	0.00
OPERATOR: Broom/Sweeper	.\$ 11.57 **	0.00
OPERATOR: Bulldozer	.\$ 15.41 **	0.00
OPERATOR: Concrete Saw	.\$ 14.38 **	0.00
OPERATOR: Crane	.\$ 19.22	0.00
OPERATOR: Distributor	.\$ 10.95 **	0.00
OPERATOR: Grader/Blade	.\$ 14.41 **	0.00
OPERATOR: Grinding/Grooving		

1/14/25, 11:08 AM SAM.gov Machine.....\$ 15.90 \*\* 0.00

0.00

0.00

OPERATOR: Milling Machine.....\$ 14.68 \*\* 0.00

OPERATOR: Loader..... \$ 12.57 \*\*

OPERATOR: Mechanic.....\$ 19.27

OPERATOR: Mixer.....\$ 14.25 \*\* 0.00

OPERATOR: Oiler..... \$ 12.35 \*\* 0.00

OPERATOR: Paver (Asphalt,

Aggregate, and Concrete)......\$ 12.15 \*\* 0.00

OPERATOR: Roller (All Types)....\$ 12.64 \*\* 0.00

OPERATOR: Scraper..... \$ 12.25 \*\* 0.00

OPERATOR: Tractor.....\$ 11.22 \*\* 0.00

TRUCK DRIVER: Flatbed Truck.....\$ 14.06 \*\* 0.00

TRUCK DRIVER: Lowboy Truck.....\$ 11.00 \*\* 0.00

TRUCK DRIVER: Mechanic.....\$ 13.00 \*\* 0.00

TRUCK DRIVER: Water Truck.....\$ 10.98 \*\* 0.00

TRUCK DRIVER: Dump Truck (All

Types).....\$ 12.56 \*\* 0.00

TRUCK DRIVER: Semi/Trailer

Truck.....\$ 14.60 \*\* 0.00

\_\_\_\_\_

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at  $\,$ 

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

## Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

\_\_\_\_\_\_

### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

\_\_\_\_\_\_

END OF GENERAL DECISION"

## SECTION 903 PERFORMANCE BOND

Project No.:	
For the construction of:	
Contract date:	Contract Price:
FOR OWNER: MISSISSIPPI TRA MISSISSIPPI 39201.	NSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON,
CONTRACTOR (full legal name, con	ntact person, phone number and address):
SURETY (legal name, phone number,	principal place of business and address <u>for notice purposes</u> ):
Second Surety (if applicable):	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

- 1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
- 2. The Surety's obligation under this Bond shall arise after:

PERFORMANCE ROND FOR THE FOLLOWING CONTRACT:

- (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
- (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
- 3. Within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, the Surety shall, after discussions with and consent from the Owner, and at the Surety's expense, elect to take one of the following actions:
  - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;
  - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors:
  - (c) Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and after investigation, determine the amount for which it may be liable to the Owner (subject to the consent of the Owner) and as soon as practicable after the amount is determined, make payment to the Owner.

- 4. If the Surety does not proceed, within a reasonable time frame, to enact and carry out the election made in Paragraph 3, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
- 5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
  - (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 7. The penal sum of the Bond shall be equal to the Contract Price; however, the penal sum may be increased or decreased as the result of any subsequent Supplemental Agreements and/or final contract quantities.
- 8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

## CONTRACTOR AS PRINCIPAL Company: \_\_\_\_\_ Signature: Name: Title: Address: SURETY Company: Signature: MS Insurance ID # Name: Title: Address: **SURETY** (if applicable) Company: MS Insurance ID # Name: Title: Address:

## SECTION 903 PAYMENT BOND

# PAYMENT BOND FOR THE FOLLOWING CONTRACT: Project No.: For the construction of: Contract date: Contract Price: FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON, MISSISSIPPI 39201. CONTRACTOR (full legal name, contact person, phone number and address): SURETY (legal name, phone number, principal place of business and address for notice purposes): Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

- 1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, subsubcontractors, suppliers to the Contractor, suppliers to subcontractors and/or laborers who have performed work on the project site, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
- 3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
  - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - (b) Pay or arrange for payment of any undisputed amounts.

- 4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants, or otherwise have any obligations to Claimants under this Bond.
- 5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 6. The penal sum of the Bond shall be equal to the Contract Price; however, the penal sum may be increased or decreased as the result of any subsequent Supplemental Agreements and/or final contract quantities.

Company:	
Signature:	
Address:	
SURETY Company:	
Signature:	
SURETY (if applicable) Company:	
Signature:	

CONTRACTOR AS PRINCIPAL