

Joe McGee Construction Co. Inc.

6609 Steve Lee Drive

Lake, Mississippi 39092

Bid For:

ERBR-43(02) Arlington Drive SW

Lincoln County Board of Supervisors

301 South First Street

Brookhaven, Mississippi 39601

JMC COR#: 07743-MC

BID DATE: 6/2/20 @ 10:00 AM

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Joe McGee Construction Company, Inc.  
P.O. Box 340, Lake, MS as principal, and Travelers Casualty and Surety Company of America as Surety, are hereby  
held and firmly bound unto the Lincoln County Board of Supervisors, as Owner, in the penal sum of  
Five Percent (5%) of Bid for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 2nd day  
of June, 20 20

The condition of the above obligation is such that whereas the Principal has submitted to the Lincoln  
County Board of Supervisors a certain bid, attached hereto and hereby made a part hereof to enter into a  
contract in writing for construction of Emergency Road and Bridge Repair Project No. ERBR-43(02)  
ARLINGTON DR. SW, Lincoln County, Mississippi.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form  
of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish  
a bond for his faithful performance of said contract, and for the payment of all persons  
performing labor or furnishing materials in connection therewith, and shall in all other respects  
perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed  
the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its  
bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept  
such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and  
such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be  
signed by their proper officers, the day and year first set forth above.

SEAL



SEAL

Joe McGee Construction Company, Inc.  
Contractor

By: [Signature], V.P.

Travelers Casualty and Surety Company of America  
Surety

By: [Signature]  
Brody Eric Buckley/Attorney-in-Fact  
Resident MS Agent  
Fisher Brown Bottrell Insurance, Inc.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brody Eric Buckley of Jackson, Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this JUN 02 day of 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

# MISSISSIPPI

## INFRASTRUCTURE MODERNIZATION ACT OF 2018 EMERGENCY ROAD AND BRIDGE REPAIR FUND PROJECT

and

BOARD OF SUPERVISORS

Lincoln County

### PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

ERBR-43(02)

ERBRF PROJECT NO. \_\_\_\_\_



Being a Section of County Road in Arlington Drive SW  
Lincoln County, Mississippi

TYPE OF CONSTRUCTION Bridge Replacement & Approaches

BRIDGE NUMBER(S) SA43-A247 & SA43-A115

Net Length 0.243

Miles \_\_\_\_\_

Gross Length 0.243

Miles \_\_\_\_\_

Contract Time 150

Working Days

By \_\_\_\_\_

Address \_\_\_\_\_

Surety \_\_\_\_\_

### Note

Standard Specifications for State Aid Road and Bridge Construction currently approved by the Office of State Aid Road Construction and the Federal Highway Administration are made a part hereof fully and completely as if attached hereto, except where superseded by the Special Provisions, or amended by revisions.

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PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

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**SECTION 1**

**NOTICE TO CONTRACTORS**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

Sealed bids will be received by the Board of Supervisors of Lincoln County, Mississippi at the Lincoln County Courthouse, Brookhaven, Mississippi, until 10:00 AM local time on June 02, 2020 at the Board Room located at 301 South First Street, Brookhaven, MS 39601, and shortly thereafter will be opened and publicly read for the construction of ERBR-43(02) ARLINGTON DR. SW in Lincoln County, Mississippi. Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call 225-810-4814.

This project is funded by a special fund created by the Mississippi Legislature known as the Emergency Road and Bridge Repair Fund. All documents required for bidding purposes may be obtained from the Engineer of Record, Ryan A. Holmes, P.E. at Dungan Engineering, P. A., 120 East Chickasaw Street, Brookhaven, Mississippi 39601, (601) 823-7026 or Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Contractor shall notify Dungan Engineering if bidding through central bidding. A non-refundable deposit of \$100.00 is required at the time of request for Construction Drawings and Contract Documents. A copy of the Contract Drawings and Documents may be examined at the office of Dungan Engineering, P. A., 120 East Chickasaw Street, Brookhaven, Mississippi 39601 or at [www.dunganeng.com/bids](http://www.dunganeng.com/bids). Project documents are on file in the office of the Lincoln County Chancery Clerk, Brookhaven, Mississippi. Project information is also on the

Bid preparation will be in accordance with the Instructions to Bidders bound in the Contract Documents. The Board of Supervisors reserves the right to waive irregularities and to reject any and/or all bids. The Board of Supervisors hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of the award.

A bid bond or certified check in the amount of 5% of the bid will be required. The bid bond or certified check will be returned immediately to unsuccessful bidders. Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposals will not be considered in making the award.

LINCOLN COUNTY BOARD OF SUPERVISORS

By: /s/ Eddie Brown  
President, Lincoln County Board of Supervisors

Advertise on:  
April 29, 2020  
May 06, 2020

## SECTION 2

### **INSTRUCTIONS FOR BIDDERS**

BIDS will be received by the Lincoln County Board of Supervisors herein called the "OWNER", at the Chancery Clerks Office , 301 South First Street, Room 111, Brookhaven, Mississippi (601) 835-3411 until 10:00 AM local time on June 02, 2020 and immediately thereafter will be opened, and then at said office publicly opened and read aloud.

Each sealed envelope containing a BID in excess of \$50,000.00 must be plainly marked on the outside as BID for Emergency Road and Bridge Repair Project No. ERBR-43(02) ARLINGTON DR. SW and the envelope must bear on the outside the name of the BIDDER, his address, his Certificate of Responsibility Number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 301 South First Street, Room 111, Brookhaven, Mississippi 39601.

No BID will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving BIDS must be submitted when required by the OWNER.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The contract will be awarded on the basis of the low BID. The OWNER reserves the right to waive irregularities and to reject any or all BIDS. The OWNER reserves the right to award to other than the low BIDDER when, in the OWNER'S judgment, it is in his best interest to do so. Three such reasons are: (1) BIDDER being in arrears on existing contracts; (2) BIDDER being in litigation with the OWNER; (3) BIDDER having defaulted on a previous contract. The above is not an inclusive list. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the contract documents including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

If any person contemplating the submission of a BID for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he should submit a written request for an interpretation thereof to Dungan Engineering, P.A., 120 East Chickasaw Street, Brookhaven, MS 39601. The request must be received at least ten days prior to the date fixed for opening of BIDS. Any interpretation of the contract documents will be made by ADDENDA duly issued to each person receiving a set of such documents not later than three (3) days prior to the time of opening of BIDS, excluding weekends and legal holidays. The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND, PERFORMANCE BOND and CERTIFICATES OF INSURANCE have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Contract Documents and Construction Drawings. Additional sets shall be furnished for \$25.00 each.

**SECTION 3**

**BIDDER'S PROPOSAL**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

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**SECTION 3**

**BIDDER'S PROPOSAL**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

DATE: June 2, 20 20

PROPOSAL OF Joe McGee Construction Company, Inc  
(Name of Bidder)

6609 Steve Lee Drive, Lake MS 39092  
(Address of Bidder)

for construction of PROJECT NO. ERBR-43(02) ARLINGTON DR. SW, LINCOLN COUNTY, MISSISSIPPI.

The Specifications on which this Proposal is based are the Standard Specifications, Bidders Information and Bid Forms, General Conditions, Special Provisions, and all supplements, amendments and addenda for this Project, made a part hereof by reference.

TO: LINCOLN COUNTY BOARD OF SUPERVISORS

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Bidders Information and Bid Forms, Standard Specifications, General Conditions, Supplemental General Conditions, Technical Specifications, and other proposed Contract Documents and any and all Addenda thereof.

I (We) further certify that I (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

In accordance with the requirements of the Bidders Information and Bid Forms, Standard Specifications, General Conditions, Supplemental General Conditions, Technical Specifications, and other proposed Contract Documents and any and all addenda thereof. I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time for the following unit prices.

The following is my (our) itemized proposal for PROJECT NO. ERBR-43(02) ARLINGTON DR. SW, LINCOLN COUNTY, MISSISSIPPI.

All quantities are estimated by the Engineer. Final quantities will be determined at the conclusion of the project.

Unit prices are to be provided in figures. All erasures, changes or alterations of any kind must be initialized by the bidder.

Unit prices shall include all labor, materials, equipment, supervision, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bids shall include sales tax and all other applicable taxes and fees.

### Bid Form

Pay Item No.	Pay Item	Totals			
		Unit	Plan	Unit Price	Amount
	<u>Roadway Items</u>				
S-200-A	Mobilization	Lump Sum	Lump Sum	150,000.00	150,000.00
S-201-A	Clearing and Grubbing	Lump Sum	Lump Sum	80,000.00	80,000.00
S-202-B	Removal of Bridge @ Sta. 179+12	Unit	1	33,750.00	33,750.00
S-202-B	Removal of Bridge @ Sta. 191+70	Unit	1	60,000.00	60,000.00
S-203-A	Unclassified Excavation (FM)	Cu. Yd.	390	10.00	3,900.00
S-203-E1	Borrow Excavation (Contractor Furnished LVM, Class 7)	Cu. Yd.	4900	8.00	39,200.00
S-203-H	Excess Excavation (LVM)	Cu. Yd.	140	12.00	1,680.00
S-304-A	Granular Material (LVM), (Class 4, Group B)	Cu. Yd.	900	32.50	29,250.00
S-403-A	Hot Mix Asphalt, ST, 9.5mm	Ton	640	100.00	64,000.00
S-403-A	Hot Mix Asphalt, ST, 19mm	Ton	53	175.00	9,275.00
S-606-B	Guard Rail, W Beam	Lin. Ft.	325	20.00	6,500.00
S-606-D	Guard Rail, Bridge End Section, Type I, Thrie Beam	Each	8	2350.00	18,800.00
S-606-E	Guard Rail, Terminal End Section	Each	8	2850.00	22,800.00
S-607-A	Roadway Construction Surveying	Lump Sum	Lump Sum	25,000.00	25,000.00
S-618-A	Maintenance of Traffic	Lump Sum	Lump Sum	11,000.00	11,000.00
S-618-B	Additional Construction Signs	Sq. Ft.	0	10.00	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 mil.)	Mile	0.650	2500.00	1625.00
S-621-D	4" Wide Thermoplastic Traffic Stripe (Skip Yellow) (90 mil.)	Mile	0.369	1500.00	553.50
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 mil.)	Lin. Ft.	438	3.00	1314.00
S-627-D	Two-Way Yellow Reflective Raised Markers	Each	29	25.00	725.00
S-630-C	Reflectorized Traffic Object Markers (Encapsulated Lens)(Type 3)	Each	8	100.00	800.00
	<u>Erosion Control Items</u>				
S-212-B	Commercial Fertilizer (13-13-13)	Ton	0.55	1150.00	632.50
S-214-A	Seeding	Acre	0.55	1400.00	770.00

S-215-A	Vegetative Materials For Mulch	Ton	1.10	585.00	634.50
S-233-A	Temporary Silt Fence (Type II) (AOS 0.15-0.84)	Lin. Ft.	2334	3.50	8169.00
237-A	Wattles, 20 inch	Lin. Ft.	160	7.50	1200.00
<u>Bridge Items</u>					
S-803-A	Test Pile	Each	4	6500.00	26,000.00
S-803-B	Conventional Static Pile Load Test	Each	0	5000.00	0.00
S-803-C	14" Prestressed Concrete Piling	Lin. Ft.	2250	45.00	101,250.00
S-803-F	18" Pre-Formed Pile Holes	Lin. Ft.	440	10.00	4400.00
S-804-A	Bridge Concrete, Class "B"	Cu. Yd.	5.50	3500.00	19,250.00
S-805-A	Reinforcement	Lbs.	658	3.00	1974.00
S-806-A	19' Precast Concrete Slab Unit, 3'-6" Interior	Each	12	4000.00	48,000.00
S-806-A	40' Precast Concrete Slab Unit, 3'-6" Interior	Each	36	9000.00	324,000.00
S-806-C	19' Precast Concrete Slab Unit, 3'-6" Exterior	Each	4	4000.00	16,000.00
S-806-C	40' Precast Concrete Slab Unit, 3'-6" Exterior	Each	12	9000.00	108,000.00
S-806-G	Precast Concrete Barrier Rail	Lin. Ft.	556	200.00	111,200.00
S-806-I	31'-2" Precast Concrete Cap, Intermediate Unit, Concrete Pile	Each	4	10,000.00	40,000.00
S-806-I	31'-4" Precast Concrete Cap, Intermediate Unit, Concrete Pile	Each	2	10,000.00	20,000.00
S-806-J	31' Precast Concrete Cap, End Unit, Concrete Pile	Each	2	10,000.00	20,000.00
S-806-J	31'-2" Precast Concrete Cap, End Unit, Concrete Pile	Each	2	10,000.00	20,000.00
S-806-M	Precast Concrete Wing	Each	8	2250.00	18,000.00
S-815-A	Loose Riprap, 300 Lb.	Ton	750	72.00	54,000.00
S-815-E	Geotextile under Riprap, Type V, AOS 0.21-0.43	Sq. Yd.	1000	3.00	3000.00
<b>Total Amount:</b>					<b>1,506,661.50</b>

LINCOLN COUNTY BOARD OF SUPERVISORS reserves the right to reject any or all bids.

I (We) further propose to execute the Contract Agreement as bound herein within ten calendar days after receipt of Contract Forms from the Owner. I (We) further propose to complete the construction within one-hundred and fifty (150) working days from the date of the Notice to Proceed. I (We) agree to pay as liquidated damages the sum of \$250.00 for each consecutive working day thereafter as provided in the Contract Documents.

In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed on the work after the time stipulated for completion of the work.

I, (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than 100 percent of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

Bidder acknowledges receipt of the following Addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_  
 No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

Respectfully submitted:

(SEAL- if BID is by corporation)

Joe McGee Construction Company, Inc.

Attest: Sherrin Etheredge

Contracture

[Signature]

Signature

Vice President

Title

6609 Steve Lee Drive, Lake, MS 39092

Address

6/2/2020

Date

Certification of Responsibility 07743-MC



**BIDDERS CORPORATE DECLARATION**

(To Be Filled In If Bidder Is A Corporation)

Date: 6/2, 2020

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

Joe McGee  
President  
6609 Steve Lee Drive  
Lake, MS 39092

Lynn McGee  
Secretary  
6609 Steve Lee Drive  
Lake, MS 39092

Josh McGee  
Treasurer  
6609 Steve Lee Drive  
Lake, MS 39092

(To be filled in if a Partnership)

Our partnership is composed of the following individuals:

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

**NON-COLLUSION AFFIDAVIT**

(This affidavit must be executed for the Bid to be considered)

STATE OF MISSISSIPPI )  
COUNTY OF Rankin ) ss.

Alan Lyles Being first duly sworn,  
(Person)

deposes and says that he is Vice President  
(Sole owner, a partner, president, secretary, etc.)

of Joe McGee Construction Company, Inc. the party making the  
(Name of Firm)

foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]  
Affiant

Sworn to and subscribed before me this 2nd day of June, 2020.

[Signature]  
Notary Public in and for

Rankin County,  
Mississippi



My Commission Expires  
May 15, 202023

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF STATE AID ROAD CONSTRUCTION

CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: ERBR-43(02) County: Lincoln

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Office of State Aid Road Construction, Department of Employment Security, State Tax Commission, Secretary of State, and Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the County and the Office of State Aid Road Construction has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the Office of State Aid Road Construction if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the Office of State Aid Road Construction, if requested, for the benefit of the County and the Office of State Road Construction or this Contract.

132242  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY [Signature]  
Authorized Officer or Agent

6/2/20  
Date

Alan Lyles  
Printed Name of Authorized Officer or Agent

Vice President  
Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the 2nd day of June, 2020.



[Signature]  
NOTARY PUBLIC

My Commission Expires: May 15, 2023

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

**PROPOSED SUBCONTRACTORS**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Bid to be rejected by the Owner as non-responsive.)

**NAME**

**ADDRESS**

<u>NAME</u>	<u>ADDRESS</u>
Dickerson & Bowen	P.O. Box 1008, Brookhaven, MS 39602
Atwood Fence Company	P.O. Box 565, Kosciusko, MS 39090
Traffic Control Products	P.O. Box 820, Brandon MS 39043

**SECTION 4**

**CONTRACT DOCUMENTS**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

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Performance Bond	4-5
Payment Bond	4-7
Change Order	4-9
Partnership Certificate	4-10
Notice of Award	4-11
Notice to Proceed	4-13

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Lincoln County Board of Supervisors, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an individual,) or (a limited partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Emergency Road and Bridge Repair Project No. ERBR-43(02) ARLINGTON DR. SW.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) NOTICE TO CONTRACTORS
  - (B) INSTRUCTIONS FOR BIDDERS
  - (C) BIDDER'S PROPOSAL
  - (D) BIDDERS CORPORATE DECLARATION
  - (E) NON-COLLUSION AFFIDAVIT
  - (F) CONTRACTOR EEV CERTIFICATION AND AGREEMENT
  - (G) BID BOND
  - (H) PROPOSED SUBCONTRACTORS
  - (I) AGREEMENT
  - (J) GENERAL INSTRUCTIONS FOR BONDS
  - (K) PERFORMANCE BOND
  - (L) PAYMENT BOND
  - (M) CONTRACT CHANGE ORDER
  - (N) PARTNERSHIP CERTIFICATE
  - (O) NOTICE OF AWARD
  - (P) ACCEPTANCE OF NOTICE
  - (Q) NOTICE TO PROCEED
  - (R) GENERAL PROVISIONS
  - (S) NOTICE TO BIDDERS
  - (T) SPECIAL PROVISIONS
  - (U) TECHNICAL SPECIFICATIONS
  - (V) CONTRACT DRAWINGS

No. \_\_\_\_\_, dated, \_\_\_\_\_, 20 \_\_\_\_\_  
No. \_\_\_\_\_, dated, \_\_\_\_\_, 20 \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The monthly retainage for this project shall be five (5%).
9. Fuel adjustments shall not be allowed or made a part of this contact / agreement.

(SEAL)

OWNER: Lincoln County Board of Supervisors

ATTEST:

BY \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

### GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Lincoln County Board of Supervisors.
2. The name, including full Christian name, and residence of each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The Bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the Principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter call Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Lincoln County Board of Supervisors  
(Name of Owner)

301 South First Street, Brookhaven, MS 39601  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

Lincoln County Board of Supervisors,  
Emergency Road and Bridge Repair Project No. ERBR-43(02)  
ARLINGTON DR. SW

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

Lincoln County Board of Supervisors

(Name of Owner)

\_\_\_\_\_

301 South First Street, Brookhaven, MS 39601

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

Lincoln County Board of Supervisors,  
Emergency Road and Bridge Repair Project No. ERBR-43(02)  
ARLINGTON DR. SW

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in \_\_\_\_\_  
3  
(Number)  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.**

***IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.***

CONTRACT CHANGE ORDER

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CHANGE ORDER NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

REASON FOR CHANGE: \_\_\_\_\_

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:  
(USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
<b>TOTAL CONTRACT CHANGE</b>			
ORIGINAL CONTRACT AMOUNT:		\$	\$
CURRENT CONTRACT AMOUNT:		\$	\$
THIS CONTRACT CHANGE:		\$	\$
REVISED CONTRACT AMOUNT:		\$	\$
CURRENT CONTRACT COMPLETION DATE:			
TIME EXTENSION REQUIRED BY CHANGE:			
REVISED CONTRACT COMPLETION DATE:			

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: \_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
DATE

ACCEPTED BY: \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

REVIEWED BY: \_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
DATE

APPROVED BY: \_\_\_\_\_  
COUNTY

\_\_\_\_\_  
DATE

**PARTNERSHIP CERTIFICATE**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consists of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the

County of \_\_\_\_\_

State of \_\_\_\_\_

Notarial Seal

My Commission Expires: \_\_\_\_\_

-----OR-----  
---

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that \_\_\_\_\_, who signed said Contract on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary

Corporate Seal

**NOTICE OF AWARD**

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI

Gentlemen:

The Lincoln County Board of Supervisors has considered the Proposal submitted by you for the above referenced Work in response to its Notice to Contractors and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Contract and furnish to the Lincoln County Board of Supervisors the required Contractor's Performance Bond, Payment Bond and/or certificates of insurance within ten (10) calendar days from the date of delivery of this Notice to you. We have enclosed four (4) copies of the necessary contract forms and bond forms. Please return all copies of these documents to the office of Dungan Engineering, P.A., 120 East Chickasaw Street, Brookhaven, MS 39601.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Dungan Engineering, P.A. an estimated work payment schedule, estimated progress schedule and a preliminary schedule of Shop Drawing submissions within ten (10) days after the effective date of this Contract.

You are required to return an acknowledged copy of this Notice of Award directly to Dungan Engineering, P.A.

Sincerely,

Dungan Engineering, P.A.

c: David Fields, County Administrator

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

RE: EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI

Dear \_\_\_\_\_:

You are hereby notified to commence work on all aspects of the project. The work shall be in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_. You are to complete the work within 150 working days from the effective date of this Notice to Proceed. The date of completion is therefore \_\_\_\_\_. Liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each day the Work remains incomplete after \_\_\_\_\_ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract.

The engineering firm of Dungan Engineering, P.A. will act as the Engineer on behalf of the Lincoln County Board of Supervisors for the work to be performed under the contract.

Please return a copy of this NOTICE TO PROCEED to the undersigned indicating your receipt of this document in the space provided below.

Sincerely,

Dungan Engineering, P.A.

c: David Fields, County Administrator

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 5**

**GENERAL PROVISIONS**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

Refer to Section S-100 - General Provisions of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition.

**SECTION 6**

**NOTICE TO BIDDERS**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

- Special Notice to Bidders Construction Safety and Health Standards
- Notice To Bidders No. 1 Bidding Requirements and Conditions
- Notice To Bidders No. 2 High Voltage Overhead Lines
- Notice To Bidders No. 8 Errata and Modifications to the 2004 Edition of the Standard Specifications for State Aid Road and Bridge Construction
- Notice To Bidders No. 10 Monthly Estimate Retainage
- Notice To Bidders No. 16 Safety Apparel
- Notice To Bidders No. 4000 Contract Time

SPECIAL NOTICE TO BIDDERS

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract, and shall be make a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under the following Federal regulations:

1. (a) Occupational Safety and Health Standards, Department of Labor, Occupational Safety and Health Administration, Federal Register or October 18, 1972, pages 22102 to 22356.  
  
(b) General Industry Guide for Applying Safety and Health Standards, OSHA Publication No. 2072, U. S. Department of Labor, Occupational Safety and Health Administration.
2. Safety and Health Regulations for Construction, Department of Labor, Occupational Safety and Health Administration, Federal Register of December 16, 1972, pages 27503 to 27600.
3. Safety and Health Standards for Maritime Employment, Department of Labor, Occupational Safety and Health Administration, Federal Register of October 19, 1972, pages 22458 to 22564.

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 1

DATE: July 1, 2005

SUBJECT: BIDDING REQUIREMENTS AND CONDITIONS

REFERENCE: Section S-102.02 of 2004 Edition of the Standard Specifications for Road and Bridge Construction

NOTICE TO BIDDERS  
(ALL PROJECTS)

The current (2004) Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction adopted by this Office on July 1, 2005, and approved by the Federal Highway Administration on July 1, 2005 is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the Office of State Aid Road Construction.

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

In the event the plans or proposal inadvertently contain references to the 1982 or 1989 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

NOTICE TO BIDDERS  
(FEDERAL AID PROJECTS)

The Contractor and sub-contractors shall submit one copy each of FORMS CAD-880, "Weekly Summary of Wage Rates" and CAD-881, "Weekly Statement of Compliance" each week to the State Aid Engineer and to the County Engineer. The Contractor and sub-contractors may at their discretion, submit two (2) copies of each form to the County Engineer, who in turn, shall forward one copy to State Aid. The forms may be obtained from:

Office Supervisor  
Office of State Aid Road Construction  
P.O. Box 1850  
Jackson, Mississippi 39215-1850

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 2

DATE: July 1, 2004

SUBJECT: HIGH VOLTAGE OVERHEAD LINES

**NOTICE OF WORK TO BE PERFORMED  
IN PROXIMITY OF HIGH VOLTAGE POWER LINES**

In accordance with Section 45-15-1, et seq., Mississippi Code of 1972 (as amended effective July 1, 1988), \_\_\_\_\_ (herein after referred to as "Applicant") (Supervisor in Charge: \_\_\_\_\_), whose address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, hereby gives notice to the electric utility (hereinafter referred to as "Utility") that Applicant will be performing functions or activities at the location of \_\_\_\_\_ and that the estimated starting date of this work is \_\_\_\_\_. This work could reasonably be expected to cause persons, equipment or parts of tools or materials to be brought within ten (10) feet of Utility's high voltage lines at the proposed work area. Applicant hereby requests the Utility to confer with Applicant or his representative at the work site to ascertain the type of work activity that will take place and if further safety measures need to be taken by either the Applicant or the Utility. The Utility will give the Applicant a written cost estimate for safety arrangements to deter contact with on-site power lines. Applicant agrees not to perform such functions or activities until mutually satisfactory arrangements as provided by Section 45-15-9 have been made to deter contact with Utility's line.

Nothing contained in this Notice shall diminish or affect the obligation imposed upon the Utility under Section 45-15-1, et seq., or under existing laws or be construed as a waiver of the Applicant's or the Utility's rights under the law.

NOTICE GIVEN THIS, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
APPLICANT

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Notice received by the Utility this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 8

DATE: November 8, 2011

**SUBJECT: Errata and Modifications to the 2004 Edition of the Standard Specifications for State Aid Road and Bridge Construction**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
1-21	S-103.02	In the third line of the last paragraph, change "contracts in the same" to "contracts, financed wholly with State funds, in the same".
1-42	S-105.17	In line (b) of the third paragraph, add "claim." at the end of the sentence.
1-47	S-106.04	In the next to last paragraph, change "TMD-22-0100-000" to "TMD-22-01-00-000" and change "TMD-21-0100-000" to "TMD-21-01-00-000".
1-84	S-109.06.2	In the eleventh line of the second paragraph, change "of material invoices" to "of paid material invoices".
<u>1-85</u>	<u>S-109.08</u>	Replace 4 <sup>th</sup> paragraph in it's entirety with "The established base prices for bituminous products and fuels shall be the prices for the month prior to the month of the bid date and are available on the State Aid Website."
1-87	S-109.08	On page 1-87, insert the following after item (A6) and before the paragraph in the middle of the page:  "(A7) Asphalt for Fog Seal Mixture -- One half pay quantity in gallons."
1-87	S-109.08	Delete the last paragraph on the page in toto.
1-88	S-109.08	Under ADJUSTMENTS, change paragraph 5 to read as follows:  No adjustment will be made for items of work accomplished after the expiration of Contract Time except for cases involving natural or manmade disasters or other reasons not inherent to the construction industry. The contractor will submit documentation for the adjustment to the Engineer for approval/disapproval. If approved, the Engineer will prepare a supplemental agreement explaining the adjustment and submit the proper number of copies of the agreement to the Board of Supervisors for their consideration and action. If approved by the Board, all copies will be forwarded to the State Aid Engineer for concurrence. Upon concurrence, the State Aid Engineer will, if necessary, forward the agreement to any other involved parties for their action. A copy of the approved agreement will be furnished to all parties by the State Aid Engineer.
2-7	S-202.07	In the first sentence of the first paragraph, change "S-202" To "S-202-A". In the first sentence of the second paragraph, delete "S-202-A".

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
3-30	S-308.15	In the third pay item, change "per square yard**" to "per square yard". In the fourth pay item, change " <u>S-308-B-1</u> " to " <u>S-308-B-2</u> ".
4-8	<u>S-401.02.4</u>	At the end of the third sentence, delete the "." and add "and as a base course."
4-8	S-401.02.4	In the table at the end of the Subsection, for the 19 mm, change "2 ¼" to "2 ½" in the Minimum and change "3" to "3 ½" in the Maximum; for the 12.5 mm, change "2" to "2 ½" in the Maximum; for the 9.5 mm, change "1 ½" to "2" in the Maximum; and for the 4.75 mm, change "¾" to "1 ¼" in the Maximum.
4-23	S-401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
4-32	S-403.03.3	In the first sentence of the second paragraph, change "acceptance and pavement" to "acceptance and payment".
4-45	S-409.02.2	Change "PG 64-22" to "PG 67-22".
6-2	S-601.06	In the first sentence, change "S-804.03" to "S-804.03.5".
6-7	S-602.05	Change the subsection reference for Bending from "S-805.05" to "S-805.03.2".
6-9	S-603.02	Change the subsection reference for Joint Mortar from "707.02" to "714.11".
<u>6-15</u>	<u>S-603.09</u>	After second sentence, add "All lift holes shall be filled and/or sealed to the satisfaction of the Engineer."
6-78	S-620.06	Change the first sentence of the second paragraph, from "Legend will be measured by the square foot.", to "Legend will be measured by the linear foot or square foot, as applicable."
6-78	S-620.07	In the sixth pay item, change "S-620-E-1" to "S-620-E-2".
7-17	S-702.12	In TABLE I, under the heading of Test, in the second line change "140°F, poises" to "275°F, C <sub>s</sub> ".
7-20	S-703.02.1	In line (1) of the first paragraph, change "set-out" to "set out".
7-25	S-703.04.2	In the fifth paragraph, delete "S-703.04.3 and".
7-52	S-708.02.1.2	In the first sentence change "20 percent" to "25%".
7-104	S-714.13.1	Delete the fourth paragraph.
7-154	S-721.02.3.7	Delete Subsection S-721.02.3.7--Ground Plates in toto.
8-37	S-803.03.2.6	In the first sentence of the second paragraph, change "S-803.03.1.5.1" to "S-803.03.2.5".
8-45	S-803.04.1	Delete the second paragraph and replace with the following:  Test piles which require extensions or building up will not be measured for additional payment. Splices required for the extensions will not be measured for payment.

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
		No measurement for payment will be made for cut-off of a test pile.
8-50	S-803	Under <b>COMPENSATION</b> , In the seventh pay item, change " <u>S-803-G</u> : Blank " to " <u>S-803-G</u> : Concrete Piling Cut-off, <u>Size</u> - per each "
8-60	S-804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
8-64	S-804.02.13	In the second line of paragraph (c), place a period after psi and delete "provided both the QC and QA test results are equal to or exceed the minimum compressive strength requirements."
8-66	S-804.02.13.1.3	In the last sentence change, "S-804.02.13.1" to "S-804.02.12".
8-67	S-804.02.13.1.5	Change the equation for % Reduction to:
		$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$
8-121	S-806.04	In the first sentence of the third paragraph, change "by the unit (one unit consists of one wing on each side and end of the abutment cap)" to "per each".
8-121	S-806.08	Change " <u>S-806.08--Basis of Payment.</u> " to " <u>S-806.05--Basis of Payment.</u> "
8-122	S-806.08	In the first pay item, change "_ _ ' Interior" to "___' Interior".
8-122	S-806.08	On pay item S-806-H, add "or Steel Posts"

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 10

DATE: July 1, 2005

SUBJECT: MONTHLY ESTIMATE RETAINAGE

The monthly retainage for this project shall be five (5) percent (%) subject to the provisions found in Subsection **S-109.06.3--Retainage** on page 1-84 of the 2004 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 16

DATE: November 3, 2008

**SUBJECT: Safety Apparel**

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that **“ All workers within the right of way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel”**. High-visibility safety apparel is defined in the CFR as **“personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American Nation Standard for High-Visibility Safety Apparel and Headwear”**. All workers on County right-of-way shall comply with the Federal Regulation. Workers are defined by the CFR as **“people on foot whose duties place them within the right-of-way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway”**.

You can access this final rule at the following link:

<http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf>

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**NOTICE TO BIDDERS NO. 4000**

**CODE: (SP)**

**DATE: 3/28/2019**

**SUBJECT: Contract Time**

**PROJECT: Emergency Road and Bridge Repair Project for the Lincoln County Board of Supervisors Project No. ERBR-43(02), Arlington Dr. SW.**

**LINCOLN COUNTY, MISSISSIPPI**

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06. The effective date of the Beginning of Contract Time shall be 15 calendar days after the execution of the Notice to Proceed.

Allowable number of Working Days will be 150.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

**SECTION 7**

**SPECIAL PROVISIONS**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

- SS 901-S-104-1            Removal and Disposal of Structures and Obstructions
- SP 901-S-107-1           Storm Water Pollution Prevention Plan
- SS 901-S-107-2           Material Pits and Quarries
- SS 901-S-107-3           Permits, Licenses and Taxes
- SS 901-S-607             Construction Surveying
- SP 901-S-618-1           Supplement to Traffic Control Plan
- SS 901-S-714-1           Geotextile Certification
- SS 901-S-714-2           Miscellaneous Materials
- SS 901-S-804-1           Concrete Bridges And Structures
- SS 907-S-237-4           Wattles

Supplemental Specification  
**901-S-104-1**  
Removal and Disposal of Structures  
and Obstructions

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

**SUBJECT: Changes in Character of Work and Changed Physical Conditions and Removal and Disposal of Structures and Obstructions:**

Section S-104 - SCOPE OF WORK; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-104.02.1--Changes in Character of the Work and Changed Physical Conditions:** Delete the last sentence of the first paragraph and add the following paragraphs:

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor, in writing, of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

In the second paragraph, after the words " cannot be reached," delete "the State Aid Engineer" and insert "the Board, with the approval of the State Engineer,". Then delete the words "which the State Aid Engineer has" and insert "which the Board and the State Aid Engineer have".

**901-S-104.05--Removal and Disposal of Structures and Obstructions:** After the last paragraph on page 1-27, add the following paragraph:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland.

**901-S-104.06--Rights in and Use of Materials Found on the Work:** After the first sentence of the third paragraph insert the following sentence:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland.

SUBJECT: **STORM WATER POLLUTION PREVENTION PLAN**  
PROJECT NUMBER: ERBR-43(02)  
COUNTY: Lincoln

SITE "A" - INFORMATION:

The construction at this site will disturb 0.15 acres. This site has a low erosion hazard due to soil type and slopes. It is in the Big Creek Watershed Basin. The receiving stream, Big Creek Relief, from the site is impaired.

SITE "B" - INFORMATION:

The construction at this site will disturb 0.40 acres. This site has a low erosion hazard due to soil type and slopes. It is in the Big Creek Watershed Basin. The receiving stream, Big Creek, from the site is impaired.

SEDIMENT AND EROSION CONTROL REQUIREMENTS

VEGETATIVE CONTROLS: Permanent erosion controls (soil preparation, fertilizing, seeding, mulching, sodding, and matting) will be placed as shown on the plans. Any disturbed areas laid-up for over 14 days will be seeded (temporary or permanent seeding) within 7 calendar days unless otherwise directed by the engineer at no additional cost to the project. Trees, including their canopies and root system, designated on the plans or outside of the right of way shall be preserved. Topsoil available on site shall be saved during the clearing and grubbing process and re-spread on all soils not suitable for adequate vegetative growth. Additional topsoil may be required (as directed by the engineer) to adequately cover soils not suitable for adequate vegetative growth on site, (no pay item). Erosion control blankets and solid sod shall be installed as shown on the plans, or as deemed necessary by the engineer.

STRUCTURAL CONTROLS: Temporary silt fence, wattles, detention ponds, and riprap will be placed as shown on the plans, or as deemed necessary by the engineer. Diversions shall be installed along the right of way lines to channel off-site run-off into sediment basins. Inlet protection shall be provided by either silt fence material or wattles properly installed around all pipe, or storm drain inlets. Slope drains with diversions are to be installed at the low points of all vertical curves and intervals of 200 feet along road alignment slopes of 500 feet or more. During construction slope breaks shall be installed on road side slopes over 10 feet in height. During construction check dams shall be provided along drainage paths at 100 foot intervals. All temporary control items shall be removed only after permanent grass growth is established. After temporary erosion control items are removed, disturbed areas shall be seeded in accordance to plans. Reference is hereby made to MDEQ publications and best management practices to discuss where these practices apply, correct installation, and maintenance of these practices.

HOUSEKEEPING PRACTICES: The contractor is reminded of his responsibilities as outlined in Section 107 of the Specifications which include equipment maintenance and repair, concrete chute wash off, trash/debris, storage of chemicals and other toxic materials, and sanitary facilities. Storm water pollution prevention best management practice techniques are to be applied throughout the construction of this project the cost of which is to be included in regular bid items.

POST CONSTRUCTION CONTROL MEASURES: Upon completion of construction, vegetative growth along the roadway foreslopes will provide a buffer zone for loose material originating from the roadway. Ditch diversions reduce flow and velocity along the project. Vegetative growths on the backslopes provide a buffer zone for loose material originating beyond the backslope. Flatter grades and ditch treatments minimize erosion. Riprap ditches shown on the plans dissipate energy and reduce flow velocity. Paved ditches and flumes along with rock outlets are required as shown on the plans.

#### IMPLEMENTATION SEQUENCE

Temporary silt fence will be installed before construction operations begin along the creek and at all cross drains. The rest of the silt fence, wattles, and detention ponds will be installed immediately after clearing and grubbing. Permanent erosion control measures should be placed as construction progresses and no later than 7 days after substantial completion of grade and drain operations.

#### MAINTENANCE PLAN

The contractor and engineer will inspect all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week and record the results of this inspection on the "Monthly Inspection Report and Certification Form for Erosion and Sediment Controls" included with the permit. The monthly inspection reports and this SWPPP will be available for inspection during construction, and submitted to MDEQ with the Notice of Termination as required. The contractor shall make needed repairs to installed erosion control items weekly and after each significant rainfall as necessary. This includes, but is not limited to, removing sediment, repairing, reinstalling, or replacing silt fence, wattles, or other temporary erosion control measures, repairing washes, ditches, or other permanent erosion control devices.

OFFICE OF STATE AID ROAD CONSTRUCTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 01, 2005

**SUBJECT: Material Pits:**

Section S-107- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-107.23--Material Pits:** Delete the first and second paragraph on page 1-66 and replace with the following paragraphs:

Before a pit (quarry) is opened (area cleared or overburden disturbed), furnish to the County Engineer a letter from the Executive Director of the Department of Archives and History, P. O. Box 571, Jackson, Mississippi 39205 (telephone number 601/576-6850), stating that the pit site is satisfactory from an archaeological and historical standpoint. Additionally, the contractor will furnish the Engineer either a copy of the " Notification of Exempt Operations" or a copy of the (permanent or temporary) Class II Permit approval from the Mississippi Department of Environmental Quality, Office of Geology.

For material pits located in Clarke, Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Pearl River, Perry, Stone and Wayne Counties, the Contractor will be required to make special considerations regarding gopher tortoises. In addition to the normal required documentation associated with material pits, the Contractor shall, for each site used to obtain or dispose of materials associated with material pits located in these Counties, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

All costs involved in obtaining letters of clearance shall be born by the Contractor

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Permits, Licenses and Taxes:**

Section S-107- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-107.02–Permits, Licenses and Taxes.** Delete in toto Subsection 107.02 on page 1-50, and substitute the following:

Except as provided in S-107.09, and S-107.22, the Contractor or Subcontractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, State Aid may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or Subcontractor is advised that the “ Mississippi Special Fuel Tax Law”, Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., Mississippi Code of 1972, Annotated, and their requirements and penalties apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Mississippi State Tax Commission will be notified of the name and address of Contractors or any Subcontractors that are awarded State Aid contracts. The Contractor or Subcontractor will be subject one or more audits during the life of this contract to make certain that all applicable fuel taxes are being paid promptly as outlined in Section 27-55-501, et seq., Mississippi Code of 1972, Annotated, and any sales and/or use taxes, as outlined in Section 27-67-1, et seq., Mississippi Code of 1972, Annotated are being paid in compliance with the law.

OFFICE OF STATE AID ROAD CONSTRUCTION

DATE: March 13, 2019

**SUBJECT: Construction Surveying**

The MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows: In the middle of page 6-39 remove “ **Section S-607 – Blank.**” and add the following:

**SECTION S-607 – CONSTRUCTION SURVEYING**

**S- 607.01—Description.** This work consists of performing all calculations and other work necessary to establish and/or verify all horizontal and vertical control data; and furnishing, placing and maintaining roadway construction surveying and/or bridge, box bridge, or box culvert construction surveying, necessary for the proper prosecution of all features and items of the work under contract. This shall include, but not be limited to, grades and drainage structure locations, lengths, elevations and skews. When the contract includes a pay item for roadway construction surveying as provided herein, any references in other sections of the Standard Specifications to establishment of control points or construction surveying "by the Engineer", or "Engineer" or "County Engineer" shall be construed to mean "by the Contractor".

**S-607.02--Materials.** The Contractor shall furnish all personnel, materials, equipment and devices necessary for determining, establishing, setting, checking and maintaining points, lines, grades and layout of the work. All surveying equipment shall be properly adjusted and suited for performing the work required. Traffic control necessary for the proper execution of the work shall be furnished by the Contractor without separate measurement for payment. Stakes shall be of sufficient length, thickness and quality to serve the purpose for which they are being used. Nails, cotton picker spindles, rebar, wire flags or other materials may be used as appropriate to the purpose of marking and preserving layout locations as needed.

**S-607.03--Construction Requirements.**

**S-607.03.1--General.** The County Engineer will establish, one time only, secondary control points with elevations at distances not to exceed 1000 feet or that minimum distance necessary to maintain inter-visibility. For bridge work, the Engineer's field control will consist of a stationed baseline reference point near each end of the bridge(s) and one accessible bench mark near each bridge site. The Contractor shall verify the accuracy of the control points before proceeding with the layout for construction.

When errors are discovered and control points do not agree with the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five (5) working days of any corrective actions that may be deemed necessary.

The Contractor will be responsible for verifying and modifying, as necessary to best fit existing field conditions, lengths, locations, elevations and skew angles of all drainage structures shown on the construction plans. All junction box and inlet locations and heights shall also be verified and modified as necessary to fit existing field conditions. Modifications to the plans shall not be made without the consent of the County Engineer. The Contractor will not be responsible for determining the size of drainage structures, but should immediately report any suspected error to the Engineer. Heights of fill over drainage structures shall be checked to verify class of pipe, bedding and the appropriate standard and/or modified standard drawing(s) required in the construction with any differences from the plans being reported to the Engineer.

The Contractor shall perform work necessary to verify alignment and plan grades on all roadway intersections and tie-ins. Any discrepancies in grades, alignment, location and or dimension detected by the Contractor shall immediately be brought to the attention of the Project Engineer.

The Contractor shall employ sufficient qualified personnel experienced in highway surveying and layout to complete the work accurately. The Contractor shall also determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grades required to meet field conditions shall be resolved with the Engineer and shall not be considered justification for adjusting contract price or time.

Examples of minor variations in layout and grades are:

- (a) Adjustment of drainage or other structure length, alignment, and flow line elevation.
- (b) The adjustment of grades and alignment at roadway intersections, cross-overs, railroad crossings, interchanges, existing bridges and roadways.
- (c) Adjustment of curve data.

The Contractor will be responsible for calculating and laying out all additional lines, grades, elevations and dimensions necessary to construct the work required in the plans. All grades and other layout data computed by the Contractor shall be recorded and a copy of this data shall be furnished, with sufficient time for checking, to the Engineer before field work is started. The originals of all data shall be furnished to the Engineer on or before final inspection for the Engineer's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking tolerance verification checks or other notes to determine whether specified tolerances are met. Any inspection or checking of the Contractor's layout by the Engineer and the approval of all or any part of it will not relieve the Contractor of the responsibility to secure proper dimensions, grades, and elevations of the several parts of the work.

Prior to beginning construction on any structure that references to an existing structure or topographical feature, the Contractor shall check the pertinent location and grades of the existing structures or topographical features to determine whether the location and grade shown on the plans are correct.

The Contractor shall stake centerline control at each station, BOP, EOP, PC, PT, SC, CS, TS, ST, and equations just before field cross sectioning by the Engineer for both original and final cross sections.

The Contractor shall furnish "as built" finish centerline elevations to the Engineer prior to final inspection of the project.

The Contractor shall set stakes and/or flags on the right-of-way line at each station and right-of-way break or as directed by the Engineer before clearing operations are started on any section of roadway.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when they are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The duties performed by said Registrant shall conform to the definitions under the "practice of engineering" and practice of "land surveying" in Mississippi Law.

The Contractor shall not engage the services of any person in the employ of the Engineer for the performance of any of the work covered by this Section or any person who has been employed by the Engineer within the past six months except those who have legitimately retired during this period. All cross sections, measurements, and tickets required for determining pay quantities will be the responsibility of the Engineer.

The Engineer reserves the right to check any or all of the Contractor's layout work for accuracy and shall be assisted by the Contractor's personnel in such checking. When errors or discrepancies are found, the Contractor will take measures necessary to correct, at no expense to the County or State, any construction that has been performed using the improper layout. Any inspection, checking and approval thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure correct dimensions, grades, elevations, alignments and locations of the work for satisfactory completion of the project and as a condition for final acceptance by the Engineer.

**S-607.03.2--Conventional Surveying.** In addition to the requirements set forth in Subsection 607.03.1, the following shall be required when using the conventional staking method.

On grading projects, the Contractor shall set slope stakes at each station and at the beginning and end of curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The Contractor shall set subgrade blue tops on centerline, break points and at the left and right subgrade shoulder lines at intervals of not more than 100 feet on tangents and intervals of not more than 50 feet in curves. The Engineer may require closer intervals for sharp changes in grades or alignment, widening, or super elevation.

The Contractor shall furnish personnel to assist the Engineer in taking stringline and other notes to determine whether specified tolerances are met

On paving contracts, the Contractor shall set subgrade, base and paving blue tops. The base and pavement grade stakes shall be set on intervals in accordance with the requirement of the Engineer.

**S-607.03.3--Automated Machine Guidance.** In addition to the requirements set forth in Subsection 699.03.1, the Contractor may submit a request to use Automated Machine Guidance (AMG) equipment and methods to complete the work. A comprehensive written request shall be submitted to the Engineer for review at least 30 days prior to expected use. The Engineer will have to approve the submittal prior to the Contractor performing any AMG work.

The Engineer shall have final authority to approve or not allow the use of AMG equipment and methods under the specification.

**S-607.04--Method of Measurement.** Construction Surveying will be measured as a lump sum quantity. When Pay Item No. 607-A, Roadway Construction Surveying, is provided in the contract, measurement

shall include the staking of all bridges, box bridges and box culverts, including any detour bridges, or detour run arounds, which are a part of the contract.

**S-607.04.1--Roadway Construction Surveying**. Roadway Construction Surveying will be measured for payment in accordance with the following schedule:

- (a) Monthly estimate # 1, 25 percent of the amount bid for Roadway Construction Surveying will be paid.
- (b) Monthly estimate # 2, 50 percent of the amount bid for Roadway Construction Surveying will be paid.
- (c) After the Contractor has earned 50 percent of the original value of all direct pay items, the amount paid on later monthly estimates will be based on the contract percent complete.

**S-607.04.2--Bridge Construction Surveying**. Bridge Construction Surveying will be measured for payment in accordance with the following schedule:

- (a) Monthly estimate # 1, 35 percent of the amount bid for Bridge Construction Surveying will be paid.
- (b) Monthly estimate # 2, 75 percent of the amount bid for Bridge Construction Surveying will be paid.
- (c) After the Contractor has earned 75 percent of the original value of all direct pay items, the amount paid on later monthly estimates will be based on the contract percent complete.

**S-607.05--Basis of Payment**. Construction Surveying, measured as prescribed above, will be paid for at the contract lump sum price, which shall be full compensation for completing the work.

Payment will be made under:

- S-607-A:        Roadway Construction Surveying        - lump sum
- S-607-B:        Bridge Construction Surveying        - lump sum

SPECIAL PROVISION NO. 901-S-618-1  
STATE AID PROJECT NO. ERBR-43(02)  
COUNTY: Lincoln

DATE: April. 28, 2020

SUBJECT: SUPPLEMENTAL TO TRAFFIC CONTROL PLAN:

Arlington Dr. SW

The road will be closed to thru traffic throughout the project. The contractor shall install signs and barricades as shown on the Traffic Control Plan Sheet No. 2-C. The advance warning barricades shall be constructed and installed in such a manner that necessary local traffic will have ingress and egress to points inside project limits. The only traffic, which will need to have access along the closed section of roadway, shall result from the contractor's operation or the need of the property owners along this route to maintain their property or operation. There will be no trucks, equipment, supplies, or material parked or stored within close proximity of a traveled lane in use of public traffic except for vehicles or supplies actually engaged in the work when construction is in progress. The specific requirement of the contractor's responsibility are as required by Subsections S-104.04; S-105.15; S-107.07 and S-107.10; Sheet No. 2-C of the contract drawings and Part VI of the MUTCD, Latest Edition. The requirements of this sheet do not alter or in any way change the requirements of the foregoing or any other requirements of the contract, except as specifically stated herein as an alteration or change.

Barricades shall be placed as shown on Traffic Control Plan.

Within three weeks of a traffic related accident, occurring within the limits of the project, the Contractor, shall provide the County Engineer with a copy of an accident report for each accident. If analysis of the accident report by appropriate personnel reveals that corrective action is required, the contractor shall proceed immediately with same.

Randy L. Emfinger is designated as the responsible person to ensure the contractor constructs, installs, and maintains the devices called for on the Traffic Control Plan. An inspection of the traffic control signs and devices shall be performed at periods not exceeding one week regardless of construction activity within the project.

Supplemental Specification  
**901-S-714-1**  
Geotextile Certification

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

**SUBJECT: Geotextile Certification:**

Section S-714 - MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATION FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-714.13.10--Acceptance By Certification.** After the second sentence of Subsection S-714.13.10 on page 7-105 insert the following:

Additionally, at least one certified test report, as per S-700.05.2, for each manufacturer's lot shall be furnished to the Engineer by the Contractor at no additional cost to the project.

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Miscellaneous Materials:**

Section S-714-MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

Delete Subsection 714.07 on page 7-92 and substitute the following:

**901-S-714.07--Other Cementitious Materials:**

**901-S-714.07.1--Metakaolin:**

**901-S-714.07.1.1--Metakaolin--General:** Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the MDOT State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The MDOT State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

**901-S-714.07.1.2--Specific Requirements:** Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of  $\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$  Shall be at least 85%. The Material Safety Data Sheet shall indicate the amount of crystalline silica, as measure by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent  $\text{Na}_2\text{O}$ , shall not exceed 1.0%.
4. The amount of material retained on the No. 325 Mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 5, 2006

**SUBJECT: Concrete Bridges And Structures:**

Section S-804 - CONCRETE BRIDGES AND STRUCTURES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-804.02.1--General.** Add the following materials to the list of materials in Subsection 804.02.01 on page 8-51.

Ground Granulated Blast Furnace Slag (GGBFS) . . . . . S-714.06  
Metakaolin . . . . . 901-S-714.07.01

**901-S-804.02.10--Portland Cement Concrete Mix Design.** Change Note \*\*\*\*\* of Subsection S-804.02.10 on page 8-56 as follows:

\*\*\*\*\* Class DS Concrete for drilled shafts shall have an  $8 \pm 1$ -inch slump. In the event of free fall method of concrete placement is used, the slump shall be  $6 \pm 1$  inch.

Delete the last paragraph of Subsection S-804.02.10 on page 8-57 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

**901-S-804.05--Basis of Payment.** Add "901" prefix to the pay items listed on page 8-108.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

### SECTION 907-237 - WATTLES

**907-237.01--Description.** This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

**907-237.02--Materials.** Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

### **907-237.03--Construction Requirements.**

**907-237.03.1--General.** The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

**907-237.03.2--Maintenance and Removal.** The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

**907-237.04--Method of Measurement.** Wattles of the size specified will be measured per linear foot.

**907-237.05--Basis of Payment.** Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

**SECTION 8**

**TECHNICAL SPECIFICATIONS**

**EMERGENCY ROAD AND BRIDGE REPAIR PROJECT FOR  
THE LINCOLN COUNTY BOARD OF SUPERVISORS  
PROJECT NO. ERBR-43(02)  
ARLINGTON DR. SW  
LINCOLN COUNTY, MISSISSIPPI**

The bound Contract Documents, Construction Drawings, and Mississippi Standard Specifications for State Aid Road and Bridge Construction (2004 edition) are made part hereof this contract as if they were attached hereto, except where superseded by Special Provisions, or amended by revisions of the Specifications some of which are bound in Section 7 – Special Provisions. Copies of the bound documents and construction drawings will be provided by the Owner. Copies of the Standard Specifications book may be purchased from the Mississippi Office of State Aid Road Construction.

The contractor shall reference the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition, technical specifications for materials and workmanship.

**Amendments to Mississippi Standard Specifications for State Aid Road and Bridge Construction  
(2004 edition)**

Contractor shall include, delete, or replace the following from the above referenced specifications:

1. Contractor shall disregard methods of payment in all Divisions. Methods of payment shall be as listed in the bid schedule. Items that are not listed on the bid schedule but are shown within the Construction Drawings shall be considered as incidental items and should be absorbed in other pay items. This project does not include any fuel adjustments.
2. Contractor shall disregard any and all parts of Division 100 that is superseded by bound front end documents.

By reference, the Memorandum of Agreement (MOA) between Lincoln County and the Mississippi Department of Transportation (MDOT) for the above project is hereby made a part of this contract between \_\_\_\_\_, CONTRACTOR, and Lincoln County. Under Section S-105.04 – Coordination of Plans, Specifications, Supplemental Specifications, Special Provisions and Notice(s) to Bidders, this document follows, in order of priority, Item. 2. Special Provisions.

All references to the State Aid Engineer in the OSARC Standard Specifications for Road and Bridge Construction shall now be the Engineer of Record as identified in the Board Order appointing such for ERBRF project number ERBR- 43(02) Arlington Drive SW.

Federal Disadvantaged Business Enterprise (DBE) requirements are not applicable to this project, any and all Mississippi DBE requirements and procurements of such services are required for the use of these funds.

Contractors are hereby put on notice that the COUNTY will notify the Mississippi Department of Revenue (DOR) of the award of this contract and the CONTRACTOR is required to remit the applicable taxes to the DOR in a timely manner.

**BOARD OF SUPERVISORS**

Lincoln

County

Jerry McGehee

District 2

Rev. Jerry L. Wilson

District 1

Nolan Earl Williamson

District 3

Doug Falvey

District 5

C. E. "Eddie" Brown

District 4

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