

Joe McGee Construction Co. Inc.

6609 Steve Lee Drive

Lake, Mississippi 39092

Board of Supervisors of Smith County, Mississippi

Smith County Courthouse

Raleigh, MS

Bid For: PLACEMENT OF BORROW/RIPRAP AND SILT/DEBRIS REMOVAL ON VARIOUS BRIDGES IN SMITH COUNTY

Project No. 65-22-05

JMC COR#: 07743-MC

BID DATE: 07/28/2022 @ 10:00 AM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Joe McGee Construction Company, Inc.

P.O. Box 340 Lake, MS 39092

as Principal, hereinafter called the Principal, and

The Hanover Insurance Company

440 Lincoln Street Worcester, MA 01653

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto
Smith County, Mississippi

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

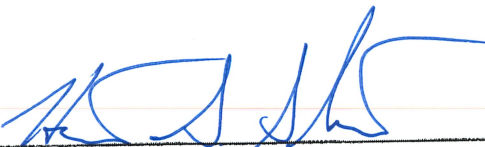
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for


Project No. 65-22-05, Placement of Borrow/Riprap and Silt/Debris Removal on Various Bridges in Smith
County, MS

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the
contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient
bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise
the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said
Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter
amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

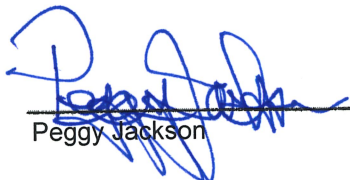
Signed and sealed this 28th day of July A.D. 2022


(Witness)

Joe McGee Construction Company, Inc.
(Principal) (Seal)

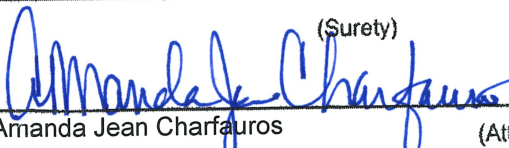
By:  President
(Title)




Peggy Jackson
(Witness)



The Hanover Insurance Company
(Surety) (Seal)

By: 
Amanda Jean Charfauros
(Attorney-in-Fact)

Fisher Brown Bottrell Insurance, Inc.
Resident Mississippi Agent

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **Amanda Jean Charfauros**

Of: Jackson, MS

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligation in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond

Principal: Joe McGee Construction Company, Inc.

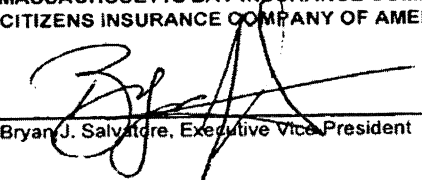
Obligee: Smith County, Mississippi

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Bryan J. Salvatore, Executive Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

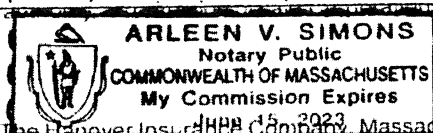


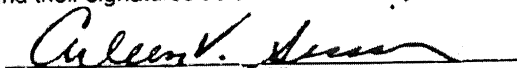
**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


James H. Kawiecki, Vice President



On this 19th day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023


I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28th day of July, 2022.

CERTIFIED COPY

141-0857SP (08/2018)

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Carrick A. Bligh, Vice President

**SMITH COUNTY
BOARD OF SUPERVISORS**

**PLACEMENT OF BORROW/RIPRAP AND
SILT/DEBRIS REMOVAL ON VARIOUS
BRIDGES IN SMITH COUNTY**

COUNTY PROJECT NO. 65-22-05



PREPARED BY:

**ENGINEERING PLUS, INC.
1724B 23RD AVENUE
MERIDIAN, MS 39301**

SMITH COUNTY BOARD OF SUPERVISORS

SMITH COUNTY, MISSISSIPPI

COUNTY PROJECT 65-22-05
BEING A SECTION OF COUNTY ROAD Various County Bridges
ON ROUTE NO. N/A
IN Smith COUNTY Mississippi
TYPE OF CONSTRUCTION: Removal of Silt/Debris and also placement of Borrow/Riprap
NET LENGTH N/A MILES N/A
GROSS LENGTH N/A MILES N/A CONTRACT TIME 120 Working Days
BY _____
SURETY _____

NOTE

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

See Notice to Bidders.

State Aid is NOT a party to this contract. References to State Aid are for specifications only. This is a contract with the Lauderdale County Board of Supervisors, a governmental agency.

(Rev.07-31-2012)

**MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE
CONSTRUCTION, 2004 EDITION
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(Revised 11-08-2011)	for State Aid Road and Bridge Construction
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SMITH COUNTY, MISSISSIPPI

SECTION 900 NOTICE OF ADVERTISEMENT

Sealed bids for Project No. 65-22-05 will be received by the Board of Supervisors of Smith County, Mississippi in the Smith County Courthouse in Raleigh, Mississippi until 10:00 a.m. on Thursday, the 28th day of July, 2022 and opened shortly thereafter.

NATURE OF WORK:

Principal items of work include: Removal of Silt/Debris and also Placement of Borrow/Riprap on various bridges in Smith County.

BASIS OF AWARD:

The award, if made, will be made to the lowest qualified bidder on the basis of unit prices and quantities in the contract documents. Actual work quantities performed shall be based on availability of local funds. The work to be done is generally as shown on the plans. The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement all minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SPECIFICATIONS are on file in the Office of the County Engineer, in Meridian, Mississippi. This project shall be constructed in accordance with the latest publications of the **MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION** and contract documents for the project.

PLANS AND BID FORMS may be obtained at the office of **ENGINEERING PLUS, INC.** located at **1724-B 23RD AVENUE, MERIDIAN, MS 39301** upon payment of **\$ 50.00** for each set of documents, which is **non-refundable**. Bidding Documents may also be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Certified check or bid bond for five (5%) percent of the total bid, made payable to Smith County, Mississippi, must accompany each proposal as required by State Law. 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 proposal will not be considered in making the award. The Board of Supervisors reserved the right to accept or reject any and/or all bids to waive informalities.

Danny Arender, President
Smith County Board of Supervisors

Publish: 6/29/2022
7/06/2022

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 of 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.

**PLACEMENT OF BORROW/RIPRAP AND SILT/DEBRIS REMOVAL ON
VARIOUS BRIDGES IN SMITH COUNTY
PROJECT #65-22-05
SMITH COUNTY, MISSISSIPPI
NOTICE TO BIDDERS
SPECIAL INSTRUCTIONS TO CONTRACTOR**

Notice to Bidders - Changes in Work

The Board of Supervisors proposes work for borrow and/or riprap placement and also silt and/or debris removal from various bridges in Smith County, Mississippi.

The owner shall have the right to increase or diminish the amount of work to be done under the contract at any time or times during the life of the contract. The total increase may be applied to any one item or to a number of items, or any item or items may be entirely eliminated. No allowance will be made for real or supposed loss of anticipated profits on account of such increase or diminution.

Quantities for silt and debris removal are estimated from bridge inspection reports and are approximate. Actual quantities may vary.

Notice to Bidders - Erosion Control Requirements

Stream Protection: Appropriate stormwater best management practices (BMPs) are to be used to provide erosion control, runoff control and sediment control in order to protect streams at all times. Wattles to be used to minimize sediment contamination into the existing channel.

Removal of Debris and Site Grading: Immediately after removal of debris or completion of site grading, BMPs shall be placed immediately downstream and in the removal areas. BMPs shall be in place prior to work ending each day. BMPs shall be maintained as serviceable and repaired immediately as needed. Contractor shall give priority to BMP maintenance both before and after a rain event.

No additional compensation will be made for stockpiling operations.

Notice to Bidders – Disposal of Excess Excavation

Per Section S-203.08 of the Standard Specifications, the Contractor shall provide at his own expense the location for disposal of silt and debris removed from the channel and box bridges.

Notice to Bidders - Final Clean Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all construction debris from the entire area that is within the termini of the project.

Notice to Bidders - State Aid Specifications

All grading, construction, workmanship and materials shall be in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road Construction unless otherwise noted in the plans or these specifications. **State Aid is NOT a party to this contract. References to State Aid are for specifications only. This is a contract with the Smith County Board of Supervisors, a governmental agency.**

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 _____, _____.

June 7, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in June 2022 are furnished as follows.

FUELS

	<u>Per Gallon</u>	<u>Per Liter</u>
Gasoline	\$4.2034	\$1.1104
Diesel	\$4.8939	\$1.2928

MATERIALS OF CONSTRUCTION

	<u>Per Gallon</u>	<u>Per Ton</u>	<u>Per Liter</u>	<u>Per Metric Ton</u>
<u>ASPHALT CEMENT</u>				
Viscosity Grade AC-5	\$3.0559	\$725.00	\$0.8073	\$799.16
Viscosity Grade AC-10	\$3.0980	\$735.00	\$0.8184	\$810.19
Viscosity Grade AC-20	\$3.0137	\$715.00	\$0.7961	\$788.14
Viscosity Grade AC-30	\$3.0137	\$715.00	\$0.7961	\$788.14
Grade PG-64-22	\$3.0137	\$715.00	\$0.7961	\$788.14
Grade PG-67-22	\$3.0401	\$721.25	\$0.8031	\$795.03
Grade PG-76-22	\$3.6600	\$868.33	\$0.9669	\$957.15
Grade PG-82-22	\$4.0534	\$961.67	\$1.0708	\$1060.04
<u>EMULSIFIED ASPHALTS, PRIMES, & TACK COATS</u>				
Grade SS-1	\$2.4868		\$0.6569	
Grade RS-2C (CRS-2)	\$3.0543		\$0.8069	
Grade CRS-2P	\$3.2788		\$0.8662	
Grade EA-1, EPR-1, & AE-P	\$3.4500		\$0.9114	
Grade CSS-1 & 1H (Undiluted)	\$2.6902		\$0.7107	
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	\$1.9200		\$0.5072	

DSM: wcc

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

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

NOTICE TO BIDDERS NO. 8

DATE: April 07, 2022

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".
1-85	S-109.08	Replace 4 th 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>
3-7	S-304.10	Change <u>S-304-D</u> : from "Crushed Stone" to "Crushed Stone _____" (Size)
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	S-401.02.4	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".
6-15	S-603.09	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, Cs".
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

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
		payment. Splices required for the extensions will not be measured for payment. No measurement for payment will be made for cut-off of a test pile.
8-50	S-803	Under <u>COMPENSATION</u> , In the seventh pay item, change " <u>S-803-G: Blank</u> " to " <u>S-803-G: Concrete Piling Cut-off, 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:
		$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$
8-91	S-804.03.19.7.1	Change " <u>Belt finish.</u> " To " <u>Belt or Broom finish.</u> "
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 two and one half (2-1/2) 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 National 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>

Supplemental Specification
901-S-102-1
Bidding Requirements and
Conditions

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: March 11, 2010

SUBJECT: Bid Bond Agent

Delete the first sentence of the second paragraph of S-102.08 on page 1-19, and substitute the following:

If a bid bond is offered as guaranty, the bond must be on a form approved by the State Aid Engineer, made by a Surety, and must be acceptable to the Board and the State Aid Engineer and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the bidder.

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: March 11, 2010

SUBJECT: Contract Bond Agent or Liability Insurance Agent

Delete the last sentence of the paragraph of S-103.05 on page 1-22, and substitute the following:

The bond or bonds shall be negotiated for, procured from, signed or countersigned by, and the premium paid to a Mississippi Agent or Qualified Nonresident Agent of the Surety.

Delete the last sentence of the first paragraph of S-103.06.1 on page 1-22, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the insurance company.

Delete the last sentence of the second paragraph of S-103.06.1 on page 1-23, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the insurance company.

Supplemental Specification
901-S-107-3
Permits, Licenses and Taxes

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.

**SPECIAL PROVISION NO. 901-S-618-1
COUNTY PROJECT NO. 65-22-5
SMITH COUNTY, MISSISSIPPI**

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

DATE: February 1, 2022

SUBJECT: Supplement to Traffic Control Plan

During construction, one lane can be closed to thru traffic as per Traffic Control Plan Signing Layout shown on Sheet No. 3 of the plans. The contractor shall install signs and barricades as shown on Sheet No. 3 of the plans. When the site is completed and passable, all signs placed previously closing the site shall be removed or rendered unreadable.

The contractor shall provide access of local traffic to properties fronting on the roadway at all times from one end of the construction area or the other.

There will be no trucks, equipment, supplies, or materials parked or stored within close proximity of a traveled lane in use by the public. The specific requirements of the contractor's responsibility are as required by subsection S-104.04, S-105.105, S-107.07C and S-107.10; Sheet No. 3 of the plans, and Part VI of the MUTCD (Latest Edition). These minimum requirements in no way relieve the contractor of his obligation to maintain traffic in a safe and satisfactory manner.

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

Kenneth Wallace is designated as the responsible person to ensure the contractor constructs, installs, and maintains the devices called for on Sheet No. 3 of the drawings and as set forth herein. 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. The contractor will be required to immediately rectify any noted deficiencies.

SUPPLEMENTAL SPECIFICATION 901-S-618-2
MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL PLAN
PROJECT NO. 65-22-5
COUNTY: SMITH

SMITH COUNTY BOARD OF SUPERVISORS
SMITH COUNTY, MISSISSIPPI

DATE: July 21, 2022

SUBJECT: Revise Basis of Payment

As noted elsewhere in this document, quantities of work are estimated based upon best available data. As work progresses, sites may be added or deleted from the project. Work at eleven (11) sites involves Silt / Debris Removal. Work at thirty (30) sites represents Riprap /Borrow Placement. One (1) site includes both Silt / Debris Removal and Riprap / Borrow Placement.

It is anticipated all work at a site will be completed before moving to other sites. Further, it is possible construction may be ongoing at more than one site at a time. All sites will require traffic control. Traffic control devices shall be installed before work begins at a site and shall be removed when operations cease at the end of the day. To establish a price should sites be added or deleted to the project, Pay Item No. 901-S-618-A, Maintenance of Traffic, Lump Sum shall be revised to Pay Item No. 901-S-618-C, Maintenance of Traffic, per Each. The unit of measure "Each" represents each site where work is performed and Maintenance of Traffic is required. All other provisions of this section shall apply.

County Project No. 65-22-05

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF SMITH


I, Joe McGee, (Name of person signing Affidavit) individually, and in my capacity as President of Joe McGee Construction Co., Inc. being duly sworn, on Joe McGee Construction Co., Inc. (Name of Firm, Partnership, or Corporation) oath, do depose and say as follows:

(a) That Joe McGee Construction Co., Inc., Bidder (Name of Firm, Partnership, or Corporation) on Project No. 65-22-05 PLACEMENT OF BORROW/RIPRAP AND SILT/DEBRIS REMOVAL ON VARIOUS BRIDGES in Smith County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

(b) Further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies, or by the Federal Highway Administration.

Joe McGee
Signature

President
Title



(S E A L)

Sworn before me this 28th day of July, 2022

My Commission expires May 15, 2026

Notary Public

Patricia L. Brown



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

SMITH COUNTY, MISSISSIPPI

CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project Name: Smith County Project No. 65-22-05

County: SMITH

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 Smith County, 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 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 Lauderdale County 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 Lauderdale County, if requested, for the benefit of the County and 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:

Joe McGee
Authorized Officer or Agent



7/28/2022
Date

Joe McGee

Printed Name of Authorized Officer or Agent

President

Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the 28th day of July, 2022.



Patricia L. Brown
NOTARY PUBLIC

My Commission Expires: May 15, 2026

* 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.

FAILURE TO SUBMIT COMPLETED FORM WITH BID SHALL BE GROUNDS FOR REJECTION. THIS FORM MUST BE TURNED IN WITH THE BID FORM.

PROPOSAL

DATE: 07/28 2022

Proposal of Joe McGee Construction Co., Inc.
from Lake, MS

For removal of silt/debris and also placement of borrow/riprap on various bridges in Smith County under Project No. 65-22-05, in Smith County, Mississippi within 120 Working Days.

The specifications are in accordance with Mississippi Standard Specifications for State Aid Road and Bridge Construction, Latest Edition and as contained herein.

BOARD OF SUPERVISORS
SMITH COUNTY
RALEIGH, MISSISSIPPI

Sirs: The following is made on behalf
of Joe McGee Construction Co., Inc.
6609 Steve Lee Drive
Lake, MS 39092

(name and address of those interested)

and no other. Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporations. I (we) certify that I (we) have carefully examined the specifications, including revisions, if any, I (we) propose to furnish all necessary materials, machinery, tools, labor, apparatus and other means of construction and do all work in the manner specified. I (we) understand quantities mention 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 price bid.

The following is my (our) itemized proposal:

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

I (we) further propose to execute the attached contract agreement as soon as the work is awarded to me (us), and to begin the work within 14 days after the issue of a work order by the Engineer. I (we) further agree to complete the work within the time stipulated in the proposal.

I (we) also propose to execute the attached contract bond within 10 days of the date of accepting bids. The bond will be in the amount of 100% of the total of my (our) bid. This bond 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.

I (we) enclose a certified check or bid bond for 590 dollars and hereby agree that failure to execute the contract and furnish bond within ten (10) days after notice of award, the amount of this check or bid bond will be forfeited to Lauderdale County as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check or bid bond will be returned to me.

Respectfully submitted,

Joe McGee Construction Co., Inc.

Contractor

By

Title

Address

6609 Steve Lee Drive

Lake, MS 39092

Date 07/28/2002

(To be filled in if a corporation)

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
Address

Lynn McGee

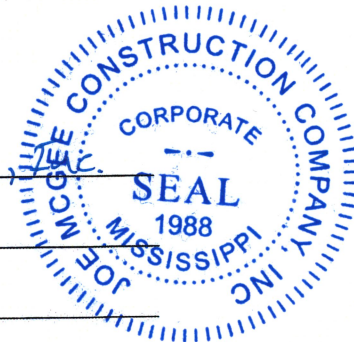
Secretary

6609 Steve Lee Drive Lake, MS 39092
Address

Josh McGee

Treasurer

6609 Steve Lee Drive Lake, MS 39092
Address



FOR: _____

STATE OF MISSISSIPPI
COUNTY OF SMITH

This contract entered into by and between the Board of Supervisors of Smith County, Mississippi, on the one hand, and the undersigned contractor, on the other, witnesseth:

That, in consideration of the payment by the Board of Supervisors of the prices set out in the proposal hereto attached, to the undersigned contractor made in the manner and at the time or times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the notice to contractors, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications and the special provisions for the work herein contemplated, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work for faithfully completing the whole work in good and workmanlike manner according to the approved Specifications, Special Provisions and requirements of the Board of Supervisors.

It is further agreed that the works shall be done under the direct supervision and to the complete satisfaction of the County Engineer or his authorized representatives.

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 2022.

Contractor

By _____

Title _____

Signed and sealed in the Presence of:

(Name and Addresses of Witnesses)

BOARD OF SUPERVISORS
SMITH COUNTY

By _____

Award authorized by the Board of Supervisors of Smith County in session on the ____ day of _____, 2022.

Minute Book No. _____, Page _____.

SECTION 904
CONTRACT BOND

CONTRACT BOND FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI
COUNTY OF Smith

Know by these presents: that we, _____
Principal, a _____ residing at _____
In the State of _____ and _____
Residing at _____ in the State of _____
authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly
bound unto the Board of Supervisors of Lauderdale County, State of Mississippi, in the Penal sum of
_____ (\$) _____ Dollars, lawful money of the United
States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our
heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D., 20 _____,
The conditions of this bond are such, that whereas the said _____

principal, has (have) entered into a contract with the Board of Supervisors of _____
County of the State of Mississippi, bearing the date of _____ day of _____ A.D., 20 _____,
Hereto annexed, for the construction of certain highways in the said county as mentioned in said contract in
accordance with the plans specifications and special provisions therefore, on file in the office of the
Chancery Clerk of the county and state herein named.

Now, therefore, if the above bounden _____
In all things shall stand to and abide by and well and truly observe, do, keep and perform all and singular the
terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be
observed, done, kept and performed and each of them, at the time and in the manner and form and furnish
all of the material and equipment specified in said contract in strict accordance with the terms of said
contract which said plans, specifications and special provisions are included in and form a part of said
contract and shall maintain, the said work contemplated until its final completion and acceptance as
specified in the currently approved specifications, and save harmless said board of Supervisors from any
loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud,
or any other loss or damage whatsoever, on the part of said principal(s), his (their) agents, servants, or
employees in the performance of said work or in any manner connected therewith, an shall be liable and
responsible in a civil action instituted by the Board of Supervisors at the instance of State Aid Engineer or
any officer of the said county authorized in such cases, for double any amount in money or property, the
Board of Supervisors may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or
criminal act, if any, of the Contractors(s), his(their) agents, or employees, and shall promptly pay the said
agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefore,
including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation
Insurance; with the additional obligation that such contractor shall promptly make payment of all taxes,
licenses, assessments, contributions, damages, penalties and interest thereon, when and as the same may be
due this State, or any county, municipality, board, department Commission or political Subdivision; in the
course of the performance of said work, and subject to the provisions of Sections 9014-01 of the Mississippi
Code of 1942, and other state statutes applicable thereto, and shall carry out to the letter and to the
satisfaction of both the Board of Supervisors of the aforesaid county and the State Aid Engineer all, each

and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with all terms thereof and all of the expense and cost and Attorney's fees that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures this the _____ day of _____ A.D., 20____

(CONTRACTORS) Principal

SURETY

By: _____

By: _____
(Signature) ATTORNEY IN FACT

TITLE _____
(Contractor's Seal)

Name and address of local (Mississippi) representative

(Surety Seal)