

**SECTION 905 -- PROPOSAL (CONTINUED)**

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of 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, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi 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 will be returned as provided in the Specifications.

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

ADDENDUM NO. <u>  1  </u>	DATED <u>  3/13/15  </u>	ADDENDUM NO. <u>  3  </u>	DATED <u>  3/20/15  </u>
ADDENDUM NO. <u>  2  </u>	DATED <u>  3/20/15  </u>	ADDENDUM NO. <u>  4  </u>	DATED <u>  3/20/15  </u>

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| Number | Description  |
| 1      | Replaced pages 81-91 with same; Added pages 91a-91d.   |
| 2      | Replaced page 103 with same.   |
| 3      | Replaced page 24 with same; Added page 109a; Replaced pages 568-569 with same.   |
| 4      | Replaced page 44 with same; Replaced page 150 with same; Replaced pages 152-153 with same; Replaced pages 563-564 with same. |

TOTAL ADDENDA:   4    
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

(To be filled in if a corporation)

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

_____ President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.

Road Bridge.

4. Retaining walls are required at the following locations:
  - a. STA 564+00 TO 569+00 SB
  - b. STA 614+00 TO 621+75 SB
  - c. STA 627+50 TO 631+50 SB
  - d. STA 633+50 TO 638+80 NB
  - e. STA 752+48 TO 759+53 SB
  - g. STA 778+45 TO 783+68 NB
  - h. STA 791+50 TO 796+50 SB
  - i. STA 850+46 TO 851+22 SB
  - j. STA 870+50 TO 882+50 SB
5. A new mast arm traffic signal is required at the intersections of East Frontage Road and I-55 North Ramp on Siwell Road.
6. Review and optimize the basic timing settings and develop new coordinated timing plans for the three (3) traffic signals located on Siwell Road from East Frontage Road to Terry Road.
7. The following traffic design and Intelligent Transportation Systems (ITS) are required:
  - a. Two Internet Protocol (IP)-PTZ traffic cameras are required at each interchange, providing full coverage of the roadway, co-located on the existing high-mast light poles. -Also, a minimum of three (3) additional [IP-PTZ traffic cameras on 50' metal poles](#) are required [at three different locations \(at least one \(1\) IP-PTZ traffic camera at each of the three \(3\) locations\)](#) between interchanges ~~on 50' metal poles with IP-PTZ cameras.~~
  - b. Radar vehicle detection devices with Bluetooth capability are required at locations approximately 2,500 feet south of each major interchange, consisting of two side-fire radar devices on separate metal poles, to cover the entire highway alignment, both directions.
  - c. Dynamic Message Signs (DMS) are required at two (2) locations including a PTZ camera facing each DMS to verify the operation of the sign. DMSs shall be "Full Color Matrix;" locations include two (2) truss-mounted DMS signs, one for each direction of traffic south of the McDowell Road interchange.
  - d. A complete fiber optic communication network with Open Transport Network (OTN) technology is required from a DMS sign located

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-13 DB

CODE: (SP)

DATE: ~~06/25/2014~~03/18/2015

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-107.02--Permits, Licenses and Taxes.** Delete in toto Subsection 107.02 on page 49 and substitute the following.

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any 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., 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 Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

**907-107.14--Damage Claims and Insurance.**

**907-107.14.2--Liability Insurance.** Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.14.2.3-- Professional Liability. All professional engineers on the Contractor's team shall be covered for professional liability insurance including errors and omissions with limits of \$3,000,000 for each claim, and \$5,000,000 aggregate limit for all claims. Evidence from the Contractor of professional liability insurance for any professional engineering firm performing services for the Contractor is acceptable as long as MDOT is named an additional insured.

**907-107.15--Third Party Beneficiary Clause.** In the first sentence of the first paragraph of Subsection 107.15 on page 61, change “create the public” to “create in the public”.

**907-107.17--Contractor’s Responsibility for Work.** Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following.

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

**907-107.18--Contractor’s Responsibility for Utility Property and Services.** After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

**Table 13.9-1 Typical Roadway Section Criteria**

	<u>Interstates (Mainline)</u>	<u>Ramps</u>	<u>Frontage Roads</u>
<u>Functional Classification</u>	<u>Freeway</u>	<u>N/A</u>	<u>Urban Collector (3R)</u>
<u>Design Speed</u>	<u>60 mph</u>	<u>45 MPH</u>	<u>45 MPH</u>
<u>Control of Access</u>	<u>Full (type 1)</u>	<u>Full (Type 1)</u>	<u>Control by Regulation (Type 3)</u>
<u>Number of Through Lanes</u>	<u>6</u>	<u>1 See Note 1</u>	<u>2</u>
<u>Lane Width</u>	<u>12 ft.</u>	<u>16 ft.</u>	<u>11ft.</u>
<u>Outside Shoulder Width, Usable</u>	<u>14 ft.</u>	<u>10 ft.</u>	<u>4 ft. desirable, 2 ft. minimum</u>
<u>Outside Shoulder Width, Surfaced</u>	<u>12 ft./14 ft. See Note 10</u>	<u>8 ft.</u>	
<u>Median Shoulder Width, Usable</u>	<u>14 ft. See Note 13</u>	<u>6 ft.</u>	
<u>Median Shoulder Width, Surfaced</u>	<u>11 ft. See Note 14</u>	<u>3 ft.</u>	
<u>Auxiliary Lane Width</u>	<u>12 ft.</u>		
<u>Auxiliary Lane Shoulder Width</u>	<u>10 ft. surfaced 12 ft. useable</u>		
<u>Median Type</u>	<u>Concrete median barrier</u>		
<u>Median Minimum Width</u>	<u>26 ft.</u>		
<u>Cross Slope Travel Lane</u>	<u>2% See Note 11</u>	<u>2%</u>	<u>2%</u>
<u>Cross Slope Shoulder</u>	<u>4 %</u>	<u>4%</u>	<u>4%</u>
<u>Total (Final) Bridge Minimum Width</u>	<u>Existing</u>		
<u>Minimum Clear Span</u>	<u>Per Section 15.3.1</u>		
<u>Roadside Clear Zone (Obstruction)</u>	<u>30 ft.</u>	<u>See Note 6</u>	<u>See Note 6</u>
<u>Cut Foreslope (Within Clear Zone)</u>	<u>6:1</u>	<u>6:1</u>	<u>4:1</u>
<u>Depth of Ditch</u>	<u>3 ft</u>	<u>4 ft.</u>	<u>3 ft.</u>
<u>Cut Backslope</u>	<u>3:1</u>	<u>3:1</u>	<u>3:1</u>
<u>Safety Slope (Within clear Zone)</u>	<u>6:1</u>	<u>6:1</u>	<u>3:1</u>
<u>Fill Slope (Outside Clear Zone)</u>	<u>3:1 See Note 12</u>	<u>3:1 See Note 12</u>	<u>3:1 See Note 12</u>
<u>Stopping Sight Distance (AASHTO)</u>	<u>570 ft.</u>	<u>360 ft.</u>	<u>325 ft.</u>
<u>Minimum Radius for Horizontal Curves</u>	<u>existing</u>	<u>540 ft.</u>	
<u>Superelevation Rate</u>	<u>See table 3-4 A (e<sub>max</sub> = 0.10)</u>	<u>See Note 8</u>	<u>See Note 8</u>
<u>Maximum Grade</u>	<u>4%</u>	<u>6.5%</u>	<u>11%</u>
<u>Vertical Curve K Factor (Crest) (MDOT)</u>	<u>192</u>	<u>80</u>	<u>56</u>
<u>Vertical Curve K Factor (Sag) (AASHTO)</u>	<u>136</u>	<u>79</u>	<u>44</u>

**Notes for Table 13.9-1**

1. All interchange ramps are 1 lane except SB exit at Siwell Rd. SB exit ramp at Siwell Rd is 2 lanes at gore, and transitions to 3 lanes. Multilane ramp lane widths are 12 ft.
2. The minimum vertical clearance for all bridges over highways and streets shall be per Section 15.3.1.
3. Horizontal Sight Distances- See Subsection 3.50 in the MDOT Roadway Design Manual for applicable criteria.
4. T.W. refers to the travel way or the total lane width.
5. Approach Roadway width is defined by the total lane width plus the total useable shoulder.
6. Clear zone to be based upon speed, side slope and traffic volume.

7. Where auxiliary lanes are used along the mainline, clear zone is measured for the outside edge of the auxiliary lane.
8. The superelevation rate for new curves shall be designed with  $e_{max} = 0.10$ .
9. Vertical curve K factors do not apply near the ramp tie-in where the profiles are controlled by the cross slope of the tie-in roadway.
10. Outside paved shoulder width are 12 ft. in areas with no barrier present and 14 ft. in areas with barrier.
11. Cross slope of 2.5 % required beyond the 2<sup>nd</sup> lane in each direction.
12. 2:1 slopes allowed behind barrier.
13. [Usable median shoulder width shall be 8 ft. from BOP to 566+50, 11 ft. from 566+50 to McDowell Rd., existing width from McDowell Rd. to 954+80, and 12 ft. from 954+80 to EOP.](#)
14. [Paved median shoulder width shall be 4 ft. from BOP to 556+50, 11 ft. from 566+50 to McDowell Rd., existing width from McDowell Rd. to 954+80, and 10 ft. from 954+80 to EOP.](#)

### 13.8 Deliverables

At a minimum, the Contractor shall submit the following to MDOT for review or comment:

Deliverable	Review and Comment	Schedule	Reference Section
Preliminary Plans (30%) and Cross Sections	✓	According to Contractor's Schedule	2.2.2
Final Plans (100%) and Cross Sections	✓	Prior to Request For Release for Construction	2.2.4
Release for Construction Plans and Cross Sections	✓	According to Contractor's Schedule	2.2.5
As-Built Drawings	✓	30 days after Completion of Construction	2.2.8