

Melinda L. McGrath
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April 22, 2011

To all SR 9 Proposers

ADDENDUM 5
STP-2833-00(004) / 105094-101000

Pontotoc County

Dear Sir or Madam:

Please attach to and make a part of the proposal assembly the attached sheets:

Replace Pages 59A and 99.

Also attached is Sheet 2 of Section 905 – Proposal (Addendum No. 5), this sheet should be substituted for similar sheet now in the proposal.

Kindly acknowledge receipt and attachment of the proposal sheets by signing below and returning this letter.

Yours very truly,

B. B. House, P.E.
Contract Administration Engineer

Contractor

By _____

Date _____

SECTION 905

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total price proposed** 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 (proposal guarantee 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.

Proposer acknowledges receipt of and has added to and made a part of the Proposal and Contract documents the following addendum (addenda):

ADDENDUM NO. <u>01</u> DATED <u>3/08/11</u>	ADDENDUM NO. <u>05</u> DATED <u>4/22/11</u>
ADDENDUM NO. <u>02</u> DATED <u>4/05/11</u>	ADDENDUM NO. <u> </u> DATED <u> </u>
ADDENDUM NO. <u>03</u> DATED <u>4/15/11</u>	ADDENDUM NO. <u> </u> DATED <u> </u>
ADDENDUM NO. <u>04</u> DATED <u>4/18/11</u>	ADDENDUM NO. <u> </u> DATED <u> </u>

TOTAL ADDENDA: 5

(Must agree with total addenda issued prior to opening of bids)

Number	Description
01	Insert S.O.P. TMD 20-14-00-000 following page 257, insert MSR-105892 Certificate, Notice of Intent, and General Permit 46 following page 293, replace "draft Bridge Geotechnical Report" with attached final "Bridge Geotechnical Report", replace sheets 107, 228, 229, 242 and 275.
02	Insert Page 60A, replace pages 220, 231, 233, 240, 245 and 246, insert R/W maps and Marker Sheets following page 326, insert Corps Correspondence following page 293.
03	Insert Pages 59A and 61A, replace pages 99 and 242.
04	Replace pages 14 and 59A; insert page 61B.
05	Replace pages 59A and 99.

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

EMAIL _____

(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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSER NO. 2976 DB

CODE: (SP)

DATE: 04/07/2011

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA HAS BEEN GRASSED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS. DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

IF A PREVIOUSLY STABILIZED AREA, AS DEFINED ABOVE, BEGINS TO DEVELOP EROSION ISSUES SUCH AS, BUT NOT LIMITED TO, WASHES, THE CONTRACTOR SHALL IMMEDIATELY CORRECT THE ISSUE(S) AND RESTABLIZE THE AREA TO THE SATISFACTION OF THE ENGINEER. FAILURE TO DO SO MAY RESULT IN A STOPPAGE OF WORK ON ALL OTHER AREAS OF THE PROJECT.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily grassed until additional material is made available to complete these sections. Disturbed areas that remain inactive for a period of more than ~~thirty (30)~~ fourteen (14) days shall be temporary grassed and mulched within seven (7) days.

Partial acceptance does not constitute final acceptance of the Work, or any part thereof, nor in any way void or alter any of the terms of the Contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted Work.
- (b) Further public liability for the defined limits of the partially accepted Work.

907-105.16.2--Final Acceptance. Upon written notice from the Contractor of presumptive completion of all work and all work has stopped, save that of growth and coverage of plant establishment on all or part of the work, and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. The Contract Time will be stopped until the Engineer has completed the inspection. If necessary, Contract Time will start upon completion of the inspection and the Engineer's submittal to the Contractor a list of all discrepancies. Contract Time will continue until all work is completed and accepted. If all work provided by the contract, save that of growth and coverage of plan establishment on all or part of the work, has been completed to the Engineer's satisfaction, that inspection will constitute the final inspection, and the Engineer ~~ing~~ will conditionally release the Contractor of maintenance and notify the Executive Director of completion. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing.

Upon such recommendation the Contractor may be released of maintenance and further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed and the Engineer will notify the Executive Director as to said completion. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing.